

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS (FORT WORTH DIVISION)

NEXTGEAR CAPITAL, INC. AND AUTOMOTIVE FINANCE CORPORATION,

Plaintiffs,

v.

DRUIEN, INC. D/B/A LAWTON AUTO AUCTION A/K/A LAWTON CACHE AUTO AUCTION, LISA DRUIEN, MICHAEL VERNON GARRISON D/B/A ROCK HILL USED CARS, AND EMMETT DRUIEN,

Defendants.

Civil Action No. 4:20-CV-959-BJ

PLAINTIFFS' FIRST CONSOLIDATED REQUEST FOR PRODUCTION OF DOCUMENTS, REQUEST FOR ADMISSIONS, AND INTERROGATORIES DIRECTED TO DEFENDANT LISA DRUIEN

TO: Defendant Lisa Druien, by and through their attorney of record, Joseph M. Vacek, via e-mail at civillaw@galyen.com, as well as Rick Tallini at rtallini@galyen.com, and via certified mail, return receipt requested at 1300 Summit Avenue, Suite 650, Fort Worth, Texas 76102.

COMES NOW NextGear Capital, Inc. and Automotive Finance Corporation, Plaintiffs herein, and files this their First Consolidated Request for Production of Documents, Request for Admissions, and Interrogatories directed to Defendant Lisa Druien, as follows:

INSTRUCTIONS

Pursuant to Rules 26, 33, 34, and 36 of the Federal Rules of Civil Procedure, Plaintiffs, by and through counsel, request that Defendant Lisa Druien, answer the following interrogatories, requests for admission, and produce for inspection and photocopying all of the documents and communications requested herein.

I. Requests for Admissions

Plaintiffs requests that you serve the undersigned with a written answer on the first business day of the week thirty (30) days after these requests have been served either denying specifically the matters hereinafter listed or setting forth in detail the reasons why you cannot truthfully either admit or deny them. Please take note that each of the matters is admitted unless, within 30 days after service of the request or within a time designated by the court, you make and serve or cause to be served a written answer or objection addressed to the matter as provided in Rule 36 of the Federal Rules of Civil Procedure.

II. Requests for Production

Plaintiffs request that you serve the undersigned with the documents requested below. The Plaintiffs request that the requested documents, tangible things or items should be produced on the first business day of the week thirty (30) days after these requests have been served, at 10:00 a.m. at the offices of Padfield & Stout, LLP, at 420 Throckmorton Street, Suite 1210, Fort Worth, Texas 76102, all within thirty (30) days.

III. Interrogatories

Plaintiffs request that you serve the undersigned with a written answer on the first business day of the week thirty (30) days after these requests have been served. In answering the below interrogatories, please furnish all the information which is available to you. If you cannot answer the following interrogatories in full, after exercising reasonable diligence to secure the necessary information, please so state, and answer to the extent possible. Specify your inability to answer the remainder of each such interrogatory and state the efforts made to ascertain the unavailable information. If you claim that an interrogatory calls for information which cannot be provided until

Case 4:20-cv-00959-BJ Document 101-4 Filed 08/30/21 Page 3 of 176 PageID 3758 further discovery has been completed, please explain in detail the basis for that claim, describe with particularity the discovery that you claim to be necessary, and answer to the extent of your present information.

DEFINITIONS

- 1. The word "identify" when used herein in reference to a person, means to state (1) his/her full name, present or last known address and present or last known telephone number; (2) his/her present or his/her last known business affiliation, including the name of his/her employer, address and telephone number, and his/her position therewith; (3) each of his/her other business affiliations and position with respect thereto. If any of the above information is not available, state any other available means of identifying such person.
- 2. The word "identify" when used in reference to a document, means to state (1) its date, (2) its author, (3) the type of document, e.g., letter, memorandum, receipt, invoice, schedule, report, telegram, chart, photograph, sound production, etc., and (4) its present location and the name of its present custodian. If any such document was, but is no longer in your possession or subject to your control, or in existence, in addition to the above, state whether it is (1) missing or lost, (2) destroyed, (3) transmitted or transferred, voluntarily or involuntarily, to others, and in each instance, explain the circumstances surrounding any authorization for disposition and state the date of approximate date thereof. If any of the above information is not available, state any other available means of identifying such document.
- 3. As used herein the term "document(s)" shall mean all writings of every kind, source and authorship, both originals and all nonidentical copies thereof, in your possession, custody, or control, or known by you to exist, irrespective of whether the writing is one intended for or transmitted

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internally by you, or intended for or transmitted to any other person or entity, including without limitation any government agency, department, administrative, or private entity or person. The term shall include handwritten, typewritten, printed, photocopied, photographic, or recorded matter. It shall include communications in words, symbols, photographs, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems, together with the codes and/or programming instructions and other materials necessary to understand and use such systems. Affidavits, agendas; agreements; analyses; announcements; bills, statements, and other records of obligations and expenditures; books, brochures, bulletins, calendars; cancelled checks, vouchers, receipts and other records of payments; charges, drawings; check registers; checkbooks; circulars, collateral files and contents; contracts; corporate by-laws; corporate charges; correspondence; credit files and contents, deeds of trust, deposit slips; diaries; drafts; files; guaranty agreements; instructions invoices; ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data; letters; logs, notes, or memoranda or telephonic or face-to-face conversations; manuals, memoranda of all kinds, to and from any persons, agencies, or entities; minutes, minute books; notes; notices; parts lists; papers; press releases; printed matter (including books, articles, speeches, and newspaper clippings); purchase orders; records; records of administrative, technical and financial actions taken or recommended; reports; safety deposit boxes and contents and records of entity; schedules; security agreements; specifications; statement of bank accounts; statements, interviews; stock transfer ledger; technical and engineering reports, evaluations, advice, recommendations, commentaries, conclusions, studies, tests, plans, manuals, procedures, data, reports, results and conclusions; work records and reports, summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews or telephone conversations; telegrams; teletypes and other communications sent or received; transcripts of Case 4:20-cv-00959-BJ Document 101-4 Filed 08/30/21 Page 5 of 176 PageID 3760 testimony; UCC instruments; work papers; and all other writings, the contents of which relate to, discuss, consider, or otherwise refer to the subject matter of the particular discovery requested.

Documents shall also include all electronic data with software to access such data.

- 4. The terms "referring to," "relating to," "pertaining to" on any given subject when used to describe a document, communication or statement, means any document, communication or statement that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with or is in any manner whatsoever pertinent to that subject.
- 5. The term "M. Garrison," refers to Michael Vernon Garrison d/b/a Rock Hill Used Cars, defendant in the above-styled lawsuit, along with his employees, agents, insurers, and other representatives.
- 6. The term "Rock Hill Used Cars" refers to the motor vehicle dealership owned by M. Garrison, whose assumed name is "Rock Hill Used Cars," along with its employees, owners, agents, and other representatives.
- 7. The term "A. Garrison" refers to Austin Michael Garrison a/k/a Mike Garrison d/b/a Austin Financial Services, individually, defendant in the above-styled lawsuit, along with his employees, agents, insurers, and other representatives.
- 8. The term "LAA" refers to Druien, Inc. d/b/a Lawton Auto Auction a/k/a Lawton Cache Auto Auction, defendant in the above-styled lawsuit, along with its directors, officers, employees, attorneys, agents, insurers, and other representatives.
- 9. The term "Lisa Druien" refers to defendant Lisa Druien, individually, defendant in the above-styled lawsuit, along with her employees, agents, insurers, and other representatives.

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- 10. The term "Emmett Druien" refers to defendant Emmett Druien, individually, defendant in the above-styled lawsuit, along with his employees, agents, insurers, and other representatives.
- 11. The term "NextGear" refers to plaintiff NextGear Capital, Inc., along with its officers, employees, agents, attorneys, and assigns.
- 12. The term "AFC" refers to plaintiff Automotive Finance Corporation, along with its officers, employees, agents, attorneys, and assigns.
 - 13. The term "Plaintiffs" refers plaintiffs NextGear and AFC, jointly and severally.
- 14. The term "Defendants" refers to defendants M. Garrison, A. Garrison, LAA, and Lisa Druien, jointly and severally.
- 15. The term "Complaint" means the Complaint filed by Plaintiffs in the above-styled case, case # 4:20-CV-959-BJ, on August 24, 2020.
- 16. "And" and "or" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of an interrogatory any information which might otherwise be construed as outside its scope.
- 17. The term "NG M. Garrison Contract" refers to the document attached hereto as Exhibit "A."
- 18. The term "NG M. Garrison UCC-1" refers to the document attached hereto as Exhibit "B."
- 19. The term "NG M. Garrison Guaranty" refers to the document attached hereto as Exhibit "C."
- 20. The term "NG M. Garrison RDR" refers to the document attached hereto as Exhibit "D."

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- 21. The term "NextGear Vehicles" refers to all or any of the vehicles identified in the NG M. Garrison RDR, jointly and severally, whose descriptions are incorporated herein by reference.
- 22. The term "NextGear Stock # ____" refers to the specific NG M. Garrison Vehicle identified in the NG M. Garrison RDR by stock number under the "Stk #" column, along with the corresponding vehicle description and vehicle identification number of such vehicle, which are incorporated by reference herein.
- 23. The term "NG AFS Vehicles" refers to all or any of the vehicles identified in the AFS RDR, jointly and severally, whose descriptions are incorporated herein by reference.
- 24. The term "AFS NextGear Stock # ____" refers to the vehicle identified in the AFS RDR by stock number under the "Stk #" column, along with the corresponding vehicle description and vehicle identification number of such vehicle, which are incorporated by reference herein.
- 25. The Term "Universal Funding Agreement" refers to the document attached hereto as Exhibit "E."
- 26. The term "NG Certificates of Title" refers to the documents collectively attached hereto as Exhibit "F."
 - 27. The term "AFC RDR" refers to the document attached hereto as Exhibit "G."
- 28. The term "AFC Vehicles" refers to all or any of the vehicles identified in the AFC RDR, jointly and severally, whose descriptions are incorporated herein by reference.
- 29. The term "AFC Stock # ____" refers to the vehicle identified in the AFC RDR by stock number under the "Stock Num" column, along with the corresponding year, model, and vehicle identification number of such vehicle, which are incorporated by reference herein.

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- 30. The term "AFC Sales Documents" refers to the documents collectively attached hereto as Exhibit "H."
- 31. The term "Auction Services Agreement" refers to the document attached hereto as Exhibit "I."
- 32. The term "LAA Invoices" refers to the documents collectively attached hereto as Exhibit "J."
- 33. The term "AFC Certificates of Title" refers to the documents collectively attached hereto as Exhibit "K."
- 34. The term "AFC Flooring Documents" refers to the documents collectively attached hereto as Exhibit "L."
- 35. The term "Sales Documents" refers to any bill of sale, assignment, contract, invoice, or document reflecting the sale of any such NextGear Vehicle or AFC Vehicle at the LAA.
- 36. Whenever appropriate, the singular form of a word should be interpreted to include the plural.

I. Requests for Admission

Request No. 1: Lisa Druien is the Vice President of LAA and is authorized to conduct business on behalf of LAA.

Response:

Request No. 2: Lisa Druien has the legal authority to bind LAA to enter into a contract.

Response:

Request No. 3: Lisa Druien has been involved in facilitating the auctions conducted at LAA.

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Request No. 4: Lisa Druien is an active officer of LAA and regularly engages in the day-to-day operations of LAA.

Response:

Request No. 5: Lisa Druien conducts business on behalf of LAA.

Response:

Request No. 6: Lisa Druien is a registered notary in the state of Texas.

Response:

Request No. 7: Lisa Druien has notarized title documents for sales conducted at LAA auctions.

Response:

Request No. 8: Lisa Druien has notarized title documents before the date of actual sale of a vehicle at an LAA auction.

Response:

Request No. 9: Lisa Druien has notarized title documents prior to the sale of a vehicle to Rock Hill Used Cars/M. Garrison at an LAA auction.

Response:

Request No. 10: Lisa Druien has done business with Rock Hill Used Cars/M. Garrison.

Response:

Request No. 11: Lisa Druien was the Vice President of LAA throughout LAA's business relationship with M. Garrison/Rock Hill Used Cars.

Response:

Request No. 12: LAA is a dealer-only auction.

Response:

Request No. 13: LAA's auctions generally occurred every Wednesday of each week.

Response:

Request No. 14: NextGear and LAA entered into a Universal Funding Agreement on September 27. 2010.

Response:

Request No. 15: A true and correct copy of the Universal Funding Agreement is attached hereto as Exhibit E.

Response:

Request No. 16: The true and accurate signature of Lisa Druien appears on page five (5) of the Universal Funding Agreement.

Response:

Request No. 17: The Universal Funding Agreement required LAA to run all vehicles through a live, competitive and public auction during LAA's regularly scheduled auctions.

Response:

Request No. 18: The Universal Funding Agreement required LAA to accurately reflect the date of sale for the subject vehicle on the Bill of Sale provided to NextGear.

Response:

Request No. 19: The Universal Funding Agreement required LAA to accurately reflect the correct name, address, and phone number for the buying dealer and seller of each vehicle on the Bill of Sale provided to NextGear.

Response:

Request No. 20: Lisa Druien knowingly failed to run NextGear Vehicles through a live, competitive auction.

Response:

Request No. 21: LAA/Lisa Druien generated the LAA Invoices for the NextGear Vehicles that are collectively attached hereto as Exhibit "J."

Response:

Request No. 22: The times and dates as stated in the NextGear LAA Invoices provided to NextGear were deliberately fabricated by LAA and/or Lisa Druien.

Response:

Request No. 23: The title reassignment date on the back of the NextGear Vehicles' respective certificates of title as set forth in Exhibit "F" reveals that the NextGear Vehicles were actually sold

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to M. Garrison days, and in some cases months, prior to their stated sale date at LAA, when compared to the corresponding Exhibit "J" LAA Invoices generated by LAA reflecting different dates of sale at auction.

Response:

Request No. 24: The sale dates reflected in the certificate of title to the NextGear Vehicles do not correspond to the normal public auction dates and times for LAA and instead generally fall on days other than a Wednesday.

Response:

Request No. 25: The purported sales of the NextGear Vehicles were not "across the block" sales at one of LAA's regularly scheduled sales.

Response:

Request No. 26: The purported sales of the NextGear Vehicles were not sold in the ordinary course of LAA's business.

Response:

Request No. 27: The purported sales price as stated on the NextGear LAA Invoices were fabricated by LAA and/or Lisa Druien.

Response:

Request No. 28: The purported sales price as stated on the NextGear LAA Invoices were inflated by LAA and/or Lisa Druien.

Response:

Request No. 29: Lisa Druien had direct and personal knowledge concerning the discrepancies between the reassignment dates reflected on the certificates of title for the NextGear Vehicles and the sales date reflected on the LAA Invoices.

Response:

Request No. 30: Lisa Druien intentionally withheld disclosing the discrepancies that existed between the reassignment dates reflected on the certificates of title for the NextGear Vehicles and the sales date reflected on the LAA Invoices to NextGear.

Response:

Request No. 31: Lisa Druien regularly communicated with M. Garrison/Rock Hill Used Cars to facilitate the transfer of the NextGear Vehicles and completed the necessary paperwork on behalf

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of LAA to make it appear the NextGear Vehicles were sold at a public auction on a regularly scheduled auction day.

Response:

Request No. 32: Lisa Druien, LAA, and M. Garrison colluded with one another to establish an artificial sales price for the purposes of obtaining financing from NextGear at a premium for vehicles whose value was substantially less than the market value of the amount financed.

Response:

Request No. 33: LAA, Lisa Druien, and Emmett Druien, facilitated and/or colluded with M. Garrison to conduct fraudulent sales of motor vehicles financed by NextGear.

Response:

Request No. 34: Lisa Druien manipulated the sales prices on the NextGear LAA Invoices.

Response:

Request No. 35: Lisa Druien was aware that the NextGear LAA Invoices had been manipulated and/or fabricated.

Response:

Request No. 36: The NextGear Vehicles were not sold in the ordinary course of LAA's business.

Response:

Request No. 37: It is unusual and outside the ordinary course of business for an auction or its principal such as Lisa Druien or Emmett Druien to personally sell vehicles that are run through its own auction.

Response:

<u>Request No. 38:</u> LAA, M. Garrison, Emmett Druien, and/or Lisa Druien intentionally and knowingly colluded amongst each other to improperly inflate the value and sales prices of the NG Vehicles in order to obtain additional financing from NextGear.

Response:

Request No. 39: LAA and/or Lisa Druien made misrepresentations to NextGear with the intent that NextGear act upon them and advance money for purposes of financing the NextGear Vehicles.

Request No. 40: NextGear reasonably relied upon the LAA invoices generated by LAA when deciding whether to advance funds to Rock Hill Used Cars

Response:

Request No. 41: NextGear would not have advanced funds to Rock Hill Used Cars if not for LAA/Lisa Druien's misrepresentations.

Response:

Request No. 42: NextGear has been damaged in the amount of \$650,279.48 as a result of LAA/Lisa Druien's misrepresentations.

Response:

Request No. 43: AFC and LAA entered into an Auction Servicing Agreement on December 17, 2013.

Response:

Request No. 44: A true and correct copy of the Auction Servicing Agreement is attached hereto as Exhibit I.

Response:

Request No. 45: The true and accurate signature of Lisa Druien appears on page four (4) of the Auction Servicing Agreement.

Response:

Request No. 46: Pursuant to the Auction Servicing Agreement, LAA represented and warranted to AFC that all information provided in any documentation to AFC would be accurate and complete in all respects and that such documentation would be sufficient to transfer marketable title.

Response:

Request No. 47: LAA promised to provide AFC with documentation for vehicles purchased by any dealer with credit specifying whether or not such vehicle was purchased during an auction sale on the auction block or off the auction block and whether or not such vehicle was on site at the Auction Facility at the time of sale.

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Request No. 48: LAA generated invoices that made it appear as though the AFC Vehicles listed on the LAA Invoices ran through auction.

Response:

Request No. 49: LAA generated the LAA Invoices for the AFC Vehicles that are collectively attached hereto as Exhibit "J."

Response:

Request No. 50: LAA did not run the AFC Vehicles through a competitive public auction.

Response:

Request No. 51: Any AFC Vehicle ran through LAA was a non-public direct sale between the seller and M. Garrison.

Response:

<u>Request No. 52:</u> For every AFC Vehicle actually ran through the LAA auction, LAA, Emmett Druien, and/or Lisa Druien chose to conduct a non-public auction sale of any such vehicle.

Response:

Request No. 53: LAA never notified AFC that the AFC Vehicles were not run on the block at a live, competitive, and public auction during LAA's regularly scheduled auctions.

Response:

Request No. 54: The title reassignment date on the back of the AFC Vehicles' respective certificates of title reveals that the AFC's Vehicles were actually sold to M. Garrison days, and in some cases months, prior to their stated sale date on the Exhibit "J" LAA invoices, which is in contradiction to the sales date specified in the Exhibit "K" certificates of title.

Response:

Request No. 55: With respect to the alleged auction sale of the AFC Vehicles, the times and dates as stated in the Exhibit "J" auction invoices provided to AFC by LAA were deliberately fabricated by Lisa Druien.

Response:

Request No. 56: The purported sales prices as stated on the Exhibit "J" LAA invoices for the AFC Vehicles were fabricated by Lisa Druien.

Request No. 57: The purported sales prices as stated on the Exhibit "J" LAA invoices for the AFC Vehicles were inflated by Lisa Druien.

Response:

Request No. 58: In many instances in which the AFC Vehicles were sold through LAA, Lisa Druien notarized title documents prior to such alleged sale by LAA that reflect a purchase or assignment date of such AFC Vehicles on a different date than the corresponding LAA Invoices show for such auction sale date.

Response:

Request No. 59: Lisa Druien had direct and personal knowledge concerning the discrepancies between the reassignment dates reflected on the certificates of title for the AFC Vehicles and the sales date reflected on the LAA Invoices.

Response:

Request No. 60: Lisa Druien withheld disclosing the discrepancies between the reassignment dates and sale dates of the AFC Vehicles from AFC.

Response:

Request No. 61: Lisa Druien regularly communicated with M. Garrison to facilitate the transfer of the AFC Vehicles and completed the necessary paperwork on behalf of LAA to make it appear the AFC Vehicles were sold at a public auction on a regularly scheduled auction day.

Response:

<u>Request No. 62:</u> Lisa Druien knew that the AFC Vehicles were not the subject of an "across the block" sale at one of LAA's regularly scheduled sales.

Response:

Request No. 63: Lisa Druien knew that the AFC Vehicles were not sold in the ordinary course of LAA's business.

Response:

Request No. 64: Lisa Druien knowingly and intentionally generated false and fraudulent auction invoices and tickets with respect to the sale of the AFC Vehicles.

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Request No. 65: Lisa Druien was aware that the LAA invoices provided to AFC contained false information with respect to the auction sale date and amount in order to deceive AFC into believing the AFC Vehicles were sold at a public auction at fair market value.

Response:

Request No. 66: LAA and/or Lisa Druien made misrepresentations to AFC with the intent that AFC act upon them and advance money for purposes of financing the AFC Vehicles.

Response:

Request No. 67: AFC reasonably relied upon the LAA invoices generated by LAA when deciding whether to advance funds to Rock Hill Used Cars.

Response:

Request No. 68: AFC would not have advanced funds to Rock Hill Used Cars if not for LAA/Lisa Druien's misrepresentations.

Response:

Request No. 69: AFC has suffered damage in the amount of \$392,994.79 as a result of LAA/Lisa Druien's misrepresentations.

Response:

II. Request for Production of Documents

Request No. 1: Produce all Sales Documents from January 1, 2017, through the present regarding the sale of any of the NextGear Vehicles.

Response:

Request No. 2: Produce all Sales Documents from January 1, 2017, through the present regarding the sale of any of the AFC Vehicles.

Response:

<u>Request No. 3:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and NextGear related to any NextGear Vehicle.

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<u>Request No. 4:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and AFC related to any AFC Vehicle.

Response:

<u>Request No. 5:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and the Sellers related to any NextGear Vehicle.

Response:

<u>Request No. 6:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and the Sellers related to any AFC Vehicle.

Response:

<u>Request No. 7:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and any third party related to the sale or other disposition of any NextGear Vehicle.

Response:

<u>Request No. 8:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and any third party related to the sale or other disposition of any AFC Vehicle.

Response:

Request No. 9: Produce all internal communications or e-mails that reference or mention the AFC Vehicles or NextGear Vehicles.

Response:

<u>Request No. 10:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and M. Garrison or any other employee or representative of Rock Hill Used Cars related to the sale or other disposition of any NextGear Vehicle.

Response:

Request No. 11: Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and M. Garrison or any other employee or representative of Rock Hill Used Cars related to the sale or other disposition of any AFC Vehicle.

Response:

Request No. 12: Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and/or LAA and Rock Hill Used Cars related to the sale or other disposition of any NextGear Vehicle.

Response:

Request No. 13: Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between Lisa Druien and/or LAA and Rock Hill Used Cars related to the sale or other disposition of any AFC Vehicle.

Response:

Request No. 14: Produce the documents demonstrating the funds received by LAA or Lisa Druien for the disposition, by sale or otherwise, of the NextGear Vehicles.

Response:

Request No. 15: Produce the documents demonstrating the funds received by LAA or Lisa Druien for the disposition, by sale or otherwise, of the AFC Vehicles.

Response:

Request No. 16: Produce all documents, including copies of checks (front and back), bank account statements, wire transfer statements, ACH confirmations, and other documents demonstrating the deposit or transfer of any moneys received by LAA or Lisa Druien from the sale or disposition of the NextGear Vehicles.

Response:

Request No. 17: Produce all documents, including copies of checks (front and back), bank account statements, wire transfer statements, ACH confirmations, and other documents demonstrating the deposit or transfer of any moneys received by LAA or Lisa Druien from the sale or disposition of the AFC Vehicles.

Response:

Request No. 18: Produce all contracts, agreements, modifications, by and between NextGear and LAA and any exhibits or attachments thereto.

Response:

Request No. 19: Produce all contracts, agreements, modifications, by and between AFC and LAA and any exhibits or attachments thereto.

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Request No. 20: Produce all contracts, agreements, modifications, by and between M. Garrison and LAA and any exhibits or attachments thereto.

Response:

<u>Request No. 21:</u> Produce all contracts, agreements, modifications, by and between M. Garrison and Lisa Druien and any exhibits or attachments thereto.

Response:

Request No. 22: Produce all contracts, agreements, modifications, by and between Rock Hill Used Cars and LAA and any exhibits or attachments thereto.

Response:

Request No. 23: Produce all contracts, agreements, modifications, by and between Rock Hill Used Cars and Lisa Druien and any exhibits or attachments thereto.

Response:

Request No. 24: Produce LAA's financial statements, general ledger documents, and other similar accounting records from January 1, 2018, to present.

Response:

<u>Request No. 25:</u> Produce Lisa Druien's financial statements, general ledger documents, and other similar accounting records from January 1, 2018, to present.

Response:

Request No. 26: Produce any documents reflecting the date of sale of any NextGear Vehicles to M. Garrison/Rock Hill Used Cars at an LAA Auction.

Response:

<u>Request No. 27:</u> Produce any documents reflecting the date of sale of any AFC Vehicles to M. Garrison/Rock Hill Used Cars at an LAA Auction.

Response:

Request No. 28: Produce any video, surveillance, advertisements, or pictures of any NextGear Vehicles and/or AFC Vehicles at the LAA at any time.

Response:

Request No. 29: Produce any documents identifying any auction run list which would identify which vehicles are to be run through auction on any given day from January 1, 2018, to present.

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<u>Request No. 30:</u> Produce any appraisals or condition reports with respect to any NextGear Vehicles and/or AFC Vehicles.

Response:

<u>Request No. 31:</u> Produce any internal database or software utilized by LAA that identifies or references vehicles sold by LAA from January 1, 2018, to present. Please produce such database or software in its native form along with any metadata.

Response:

Request No. 32: Produce any documents that Lisa Druien intends to offer as evidence at trial.

Response:

III. Interrogatories

<u>Interrogatory No. 1</u>: Please state the name, address, and telephone number of the person answering these interrogatories.

Answer:

<u>Interrogatory No. 2</u>: Identify all persons who you believe have knowledge of relevant facts and identify the issues upon which you believe they have knowledge.

Answer:

<u>Interrogatory No. 3</u>: If you contend that some other person or legal entity is, in whole or in part, liable to Plaintiffs in this matter, identify that person or legal entity and describe in detail the basis of said liability.

Answer:

<u>Interrogatory No. 4</u>: For each of the NextGear Vehicles, state the (a) date of disposition of the Vehicle by LAA, (b) the sales price contracted for the Vehicle, (c) the proceeds received for the sale of the Vehicle, (d) the name of the seller of the Vehicle, (e) the name of the buyer of the Vehicle, and (f) identify all documents related to that Vehicle. If you contend that any Vehicle was not sold at LAA, provide the status of such vehicle including the last known location.

VIN	Date Sold	Sales Price	Proceeds Received	Name of Seller	Name of Buyer
3GNEC12T04G171303					
1FDAF57R48EB34427					

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1GDJ5C1114F500844					
1FTSX20R19EA01706					
1GNSCDFJ5BR260679					
1FTSW31P04EA21086					
1H9CE53311A263507					
1GRAA922XSB029801					
3D7MX48CX7G723854					
1FT8W3DT0FEA26911					
3B7KC23C92M236518					
1GCJK33D46F252242					
3D7TT2CT2BG511932					
1FT7W2BTXFEC10911					
3D7KR28C65G706682					
2FMDA5148TBB47033					
1N4BA41E46C810994					
1FTWW33R09EA44875					
3FRXF75S95V156426					
1FTNW21F42EA89984					
1FTEX15N9RKA15724					
1FDXE4FSXFDA07194					
JTHBK1GG6D2020256					
1B7KF2368XJ512080					
2HSCNSCR97C389008					
3D6WH46A27G712729					
JL6AAE1H44K000734					
3D6WG36A67G817092					
1FD8W3GT5EEA25582					
1FD8W3GT7EEA25583					
4V4NC9GH87N469707					
1GCJK33245F935684					
1HTWBAAR67J461931					
1FTHF26H2TEB02756					
3C63RRGL7EG235772					
3C7WRTCL9G178005					
1FMJK1J57EEF15145					
3D7MX48C06G223278					
3C63RRGL4FG702552					

Answer:

<u>Interrogatory No. 5</u>: For each of the NextGear Vehicles, state the (a) date that the NextGear Vehicle was physically delivered to the LAA for auction, (b) when the NextGear Vehicle was driven off the LAA lot, and (c) the date LAA forwarded the auction sales proceeds to the seller of the NextGear Vehicle.

VIN	Date of Delivery to LAA	Date Driven Off LAA Lot	Date LAA Forwarded Sale Proceeds
3GNEC12T04G171303			
1FDAF57R48EB34427			
1GDJ5C1114F500844			
1FTSX20R19EA01706			
1GNSCDFJ5BR260679			
1FTSW31P04EA21086			
1H9CE53311A263507			
1GRAA922XSB029801			
3D7MX48CX7G723854			
1FT8W3DT0FEA26911			
3B7KC23C92M236518			
1GCJK33D46F252242			
3D7TT2CT2BG511932			
1FT7W2BTXFEC10911			
3D7KR28C65G706682			
2FMDA5148TBB47033			
1N4BA41E46C810994			
1FTWW33R09EA44875			
3FRXF75S95V156426			
1FTNW21F42EA89984			
1FTEX15N9RKA15724			
1FDXE4FSXFDA07194			
JTHBK1GG6D2020256			
1B7KF2368XJ512080			
2HSCNSCR97C389008			
3D6WH46A27G712729			
JL6AAE1H44K000734			
3D6WG36A67G817092			
1FD8W3GT5EEA25582			
1FD8W3GT7EEA25583			
4V4NC9GH87N469707			
1GCJK33245F935684			
1HTWBAAR67J461931			
1FTHF26H2TEB02756			
3C63RRGL7EG235772			
3C7WRTCL9G178005			
1FMJK1J57EEF15145			
3D7MX48C06G223278			
3C63RRGL4FG702552			

Answer:

<u>Interrogatory No. 6:</u> For each of the AFC Vehicles, state the (a) date of disposition of the Vehicle by LAA, (b) the sales price contracted for the Vehicle, (c) the proceeds received for the sale of the Vehicle, (d) the name of the seller of the Vehicle, (e) the name of the buyer of the Vehicle, and (f) identify all documents related to that Vehicle. If you contend that any Vehicle was not sold at LAA, provide the status of such vehicle including the last known location.

VIN	Date	Sales	Proceeds	Name of	Name of
VIIN	Sold	Price	Received	Seller	Buyer
3D7ML48C26G178761					
3D7ML48A18G219298					
1FTSW21P57EB14538					
5UTGN2428HM007662					
1GNEC16Z82J293191					
JM1GG12L761105547					
1GRAA9224SB029809					
2B3CJ4DV0AH184071					
1FTSX20R89EA01704					
1HSHBAHNXXH659029					
1FDNR72P7JVA28327					
1GC0KVCG2BZ387391					
1FT7W2BTXFEC20953					
1FD8W3HT2FEA32814					
1T9AS40285B540094					
3C63RRGL8EG149807					
1FT7W2BTXFEA02463					
1GTJK33214F263548					
1FMJU1K54CEF09406					
1FMHK8F89BGA68442					
3D7KU28C64G204039					
3D7MX48A37G804242					
3D7KR28A48G116225					
1FTHX25F0TEB25935					
1FVACWDU5DHFA3237					
1GCJK33265F919308					
1GCJK33648F114088					
1HFVE04R7G4000179					

Answer:

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<u>Interrogatory No. 7</u>: For each of the AFC Vehicles, state the (a) date that the AFC Vehicle was physically delivered to the LAA for auction, (b) when the AFC Vehicle was driven off the LAA lot, and (c) the date LAA forwarded the auction sales proceeds to the seller of the AFC Vehicle.

VIN	Date of Delivery to LAA	Date Driven Off LAA Lot	Date LAA Forwarded Sale Proceeds
3D7ML48C26G178761			
3D7ML48A18G219298			
1FTSW21P57EB14538			
5UTGN2428HM007662			
1GNEC16Z82J293191			
JM1GG12L761105547			
1GRAA9224SB029809			
2B3CJ4DV0AH184071			
1FTSX20R89EA01704			
1HSHBAHNXXH659029			
1FDNR72P7JVA28327			
1GC0KVCG2BZ387391			
1FT7W2BTXFEC20953			
1FD8W3HT2FEA32814			
1T9AS40285B540094			
3C63RRGL8EG149807			
1FT7W2BTXFEA02463			
1GTJK33214F263548			
1FMJU1K54CEF09406			
1FMHK8F89BGA68442			
3D7KU28C64G204039			
3D7MX48A37G804242			
3D7KR28A48G116225			
1FTHX25F0TEB25935			
1FVACWDU5DHFA3237			
1GCJK33265F919308			
1GCJK33648F114088			
1HFVE04R7G4000179			

Answer:

<u>Interrogatory No. 8:</u> For each of the Requests for Admission that you deny herein, either in whole or in part, state all reasons for your denial; and state all facts and identify all documents related to your denial and each person with knowledge of such facts.

Answer:

<u>Interrogatory No. 9</u>: State any and all reasons that support or justify each of your denials in your Answer filed in this case, including but not limited to the location and description of supporting documents.

Answer:

<u>Interrogatory No. 10</u>: Other than the Litigation, identify all civil litigation in which Lisa Druien is a defendant that was either filed or pending from January 1, 2018, to present, and for each separate lawsuit, identify: (a) the jurisdiction and location of the court; (b) the cause number; (c) whether the case is resolve or pending; (d) the amount in controversy; and (e) a summary of the claims asserted by the plaintiff to such lawsuit.

Answer:

<u>Interrogatory No. 11</u>: Describe the relationship between you and M. Garrison and/or Rock Hill Used Cars.

Answer:

<u>Interrogatory No. 12</u>: Describe your position at LAA and the day-to-day tasks you were/are required to do there.

Answer:

<u>Interrogatory No. 13:</u> Describe your involvement in the auctions that have taken place at LAA from January 1, 2018 through now.

Answer:

<u>Interrogatory No. 14:</u> Describe the process of how LAA generates invoices reflecting an auction sale.

Answer:

<u>Interrogatory No. 15</u>: Describe and/or identify the documents or information LAA relies upon to complete each portion of an LAA invoice reflecting an auction sale.

Answer:

<u>Interrogatory No. 16</u>: Describe and/or identify the software or internal systems that aid LAA in the process of generating LAA involves reflecting an auction sale.

Answer:

<u>Interrogatory No. 17</u>: Describe and/or identify the general rules and procedures in place at an LAA auction.

Answer:

Respectfully Submitted,

PADFIELD & STOUT, L.L.P 420 Throckmorton Street, Suite 1210 Fort Worth, Texas 76102 Phone: 817-338-1616 Fax: 817-338-1610

/s/ Christopher V. Arisco Alan B. Padfield State Bar I.D.# 00784712 abp@padfieldstout.com Christopher V. Arisco State Bar I.D. #24064830 carisco@padfieldstout.com

Attorneys for NextGear Capital, Inc. and Automotive Finance Corporation

CERTIFICATE OF SERVICE

I hereby certify that on April 15, 2021, I served a copy of the foregoing to Druien, Inc. and Lisa Druien, by and through their counsel of record, Joseph M. Vacek and Richard Tallini, of Bailey & Galyen at 1300 Summit Avenue, Suite 650, Fort Worth, Texas 76102, via e-mail and certified mail, return receipt requested, at jvacek@galyen and rtallini@galyen.com, and defendant Michael Vernon Garrison, *pro se*, at 549 I-30 E., Sulphur Springs, Texas 75482, via certified mail, return receipt requested and e-mail at dgarrison31@hotmail.com.

/s/ Christopher V. Arisco Christopher V. Arisco

EXHIBIT A

DEMAND PROMISSORY NOTE AND LOAN AND SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned borrower ("Borrower") promises to pay to the order of NextGear Capital, Inc. ("Lender"), with its principal office at 1320 City Center Drive, Suite 100, Carmel, Indiana 46032, or such other place as Lender may designate in writing or on the Discover Portal from time to time, in lawful money of the United States of America, the principal sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), or such greater or lesser sum which may be advanced to or on behalf of Borrower from time to time, together with all costs, interest, fees, and expenses as provided for under this Note. Unless otherwise stated in an addendum to this Note, this Note shall become effective on the date of Borrower's execution hereof as set forth below Borrower's signature (such date, or the effective date otherwise stated in the applicable addendum, the "Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, Borrower and Lender (each, a "Party" and collectively, the "Parties") agree as follows:

- 1. DEFINITIONS. Capitalized terms used in this Note or in the other Loan Documents without definition shall have the respective meanings as set forth in <u>Appendix A</u> attached hereto and incorporated herein by reference (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Any capitalized terms used herein or in another Loan Document, but not otherwise defined herein or in such other Loan Document, as the case may be, shall have the meanings ascribed to them in the UCC.
- GRANT OF SECURITY INTEREST. In order to secure full and prompt payment of all Liabilities and performance of all obligations of Borrower to Lender, its Affiliates, and/or their respective successors or assigns:
 - (a) Borrower grants to Lender a continuing security interest in all of Borrower's assets and properties, wherever located, including, without limitation, all equipment of any kind or nature; all vehicles and vehicle parts; all Inventory now owned or hereafter acquired, including, without limitation, all Lender Financed Inventory now owned or hereafter acquired; all amounts in Borrower's Reserve held by or on behalf of Lender, if any; all documents, documents of title, deposit accounts, accounts receivable, manufacturer rebates and incentive payments, chattel paper, including, without limitation, all Receivables and general intangibles now owned or hereafter acquired by Borrower; all cash reserves; all of Borrower's books and records (including any books and records contained on computer hardware or software or otherwise stored by or on behalf of Borrower in electronic or digital form); and all additions, accessions, accessories, replacements, substitutions, and proceeds of any of the foregoing (collectively, the "Collateral").
 - (b) The security interest given to Lender in Section 2(a) is given to Lender to secure payment of all Liabilities and the performance of all obligations of Borrower to Lender, under this Note, under any other Loan Document, or otherwise, all without relief from valuation or appraisement Laws. Upon the request of Lender, Borrower shall promptly execute and deliver to Lender or its designee such further actions, in each case as Lender may deem necessary or desirable to protect Lender's interest in the Collateral or otherwise effectuate the provisions of this Note and the other Loan Documents. Without limiting the generality of the foregoing. Borrower shall, upon the request of Lender, (i) use its best efforts to secure all consents and approvals that may be necessary or appropriate for the assignment to Lender of any Collateral (including any contract of Borrower that constitutes any portion of the Collateral), or that may be necessary in order for Lender to receive the full benefit of all Collateral and to enforce its security interest in the Collateral; (ii) provide Lender and its Representatives with full access to all Collateral, including any and all books and records relating thereto; and (iii) deliver to Lender all Collateral consisting of negotiable documents, chattel paper, and instruments not deposited for collection in the aggregate (in each ease, accompanied by any related bills of sale or any other instruments of transfer executed for Borrower), in each case promptly after Borrower receives the same.
 - (e) Borrower authorizes Lender to file any UCC financing statements and any amendments thereto and any continuation statements under the UCC, in each case to the extent necessary or desirable to effect or preserve the security interest granted by Borrower hereunder or under any other Loan Document. Further, Borrower hereby acknowledges, ratifies and approves any UCC financing statements or other filings under the UCC that may have been made by or on behalf of Lender and its Affiliates prior to the Effective Date. The security interest granted by Borrower in Section 2(a) shall be in addition to, and not a substitution for, any right of offset, netting, or reclamation that Lender may have against Borrower, whether pursuant to this Note, any other Loan Document, or any Law.
- 3. INTEREST RATE. Interest shall accrue on Borrower's Liabilities to Lender in accordance with the following schedule:
 - (a) All outstanding Liabilities relating to a Floorplan Advance or a Receivable Advance shall accrue Interest on a per annum basis from the Floorplan Date or the Receivable Origination Date, as the case may be, based upon a 360-day year, and such Interest shall be compounded daily at the Base Rate, plus the Contract Rate, in each case as stated on the applicable Advance Schedule, until such outstanding Liabilities are paid in full.
 - (b) The Base Rate may be amended or modified by Lender from time to time in Lender's sole discretion by posting such amendment or modification on the Finance Program Rate, Term and Fee Schedule. However, Lender may increase the Base Rate by no more than fifty (50) basis points (i.e. one-half of one percent) in any thirty (30) day period.

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- 4. BORROWER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. At the time of Borrower's execution of this Note and continuing at all times thereafter until all Liabilities have been indefeasibly paid and satisfied in full and this Note and all other Loan Documents terminated in accordance with their respective terms, Borrower hereby represents, warrants, covenants, and agrees:
 - (a) To sell, lease, or rent Lender Financed Inventory only in the Ordinary Course of Business and in accordance with Law, and not to sell or otherwise dispose of any Lender Financed Inventory except as herein provided.
 - (b) To keep Lender Financed Inventory only at Borrower's Place of Business and not to remove any Lender Financed Inventory from such place for a period exceeding twenty-four (24) hours, unless previously authorized in writing by Lender. Notwithstanding the foregoing, Borrower may request Lender to authorize Borrower to consign certain Lender Financed Inventory to another licensed dealer at such consignee dealer's place of business. Borrower's request to consign Lender Financed Inventory as referenced above is subject to Borrower and the consignee dealer executing and delivering to Lender any documentation that Lender may require, including a UCC financing statement or other similar filling on consignee dealer, or an authorization for Lender to make any such filling. Lender may deny Borrower's request to consign Lender Financed Inventory in Lender's sole and absolute discretion.
 - (c) To keep Inventory in good repair and insured against all physical risks in such amounts and under such policies issued by such insurance companies as are deemed necessary and satisfactory by Lender; provided, however, that any insurance company issuing required coverage to Borrower pursuant to the requirements of this Section 4(c) shall have been assigned to an A.M. Best Financial Size Category (FSC) of "X" or higher, and shall have a minimum A.M. Best Financial Strength (FSR) rating of "A-". Lender shall be named "loss payee" on such insurance policies. Borrower shall provide Lender with a certificate or certificates of insurance evidencing that the above-mandated insurance requirements have been satisfied and specifying that the applicable insurance carriers will mail direct written notice to Lender at least thirty (30) days prior to any cancellation or non-renewal of any of the above-mandated policies. Alternatively, and unless the Unit of Lender Financed Inventory has been branded as "salvage" or is otherwise ineligible for the Collateral Protection Program, Borrower may satisfy the insurance coverages required under this Section 4(c) by voluntarily curolling in Lender's Collateral Protection Program. In the event Borrower fails to procure, maintain or provide proof of the insurance coverages required under this Section 4(c), Lender may enroll Borrower in Lender's Collateral Protection Program, or, alternatively, Lender may secure on Borrower's behalf such policies of insurance as Lender, in its sole discretion, deems necessary, in each case from such insurers, in such amounts and with such coverages and deductibles as Lender, in its sole discretion, deems necessary. Charges incurred under the Collateral Protection Program are calculated as of the Floorplan Date from the amount of each original Floorplan Advance related to a Unit of Lender Financed Inventory, through the life of the Floorplan Advance. Borrower understands and agrees that Lender has an insurable interest in the Collateral, including all Lender Financed Inventory, by virtue of Borrower's pledge of the Collateral as security to Lender for the repayment of all Liabilities by Borrower to Lender under this Note and the other Loan Documents. Fees for the Collateral Protection Program are published in the Finance Program Rate, Term and Fee Schedule
 - (d) To keep at all times complete and accurate records of Borrower's Business and to promptly (but in any event within two (2) Business Days) provide to Lender copies of such records and any financial information regarding Borrower's Business or Borrower's financial condition generally, in each case as Lender may request. Borrower authorizes Lender to share such information and any and all other information that Lender may possess regarding Borrower's Credit Line or Borrower's relationship with Lender, including information regarding this Note and the other Loan Documents; Borrower's loan history; account history; payment history; account balance; loan application; credit worthiness; credit availability, and such other general business information regarding Borrower's Credit Line and Borrower's relationship with Lender, to any and all Persons that Lender, in its sole discretion, decems reasonable, including auctions. Without limiting the generality of the foregoing, Borrower shall maintain complete and accurate records and financial statements for all Advances requested or made hereunder, and all other transactions hereunder, including bank statements, cancelled checks, sales invoices, proofs of payment, and other sales files, in each case for at least a period of five (5) years after the date on which such Advance was made or such transaction occurred, as the case may be.
 - (e) To allow Lender and its Representatives to inspect Lender Financed Inventory during normal business hours and at other reasonable times at Borrower's Place of Business and such other places as any Lender Financed Inventory may be located and to inspect and make copies of Borrower's books and records. Borrower shall pay Lender for the costs and expenses incurred by Lender or its Representatives to undertake such audits of any Lender Financed Inventory and such inspections and copying of Borrower's books and records, in each case on the applicable Maturity Date.
 - (f) To hold all amounts received from the sale of any Unit of Lender Financed Inventory in the form as received in trust for the sole benefit of and for Lender, and to remit such funds satisfying all amounts due Lender and owing by Borrower for such Unit of Lender Financed Inventory, in each case within twenty-four (24) hours of Borrower's receipt of such funds (or receipt of such funds by any Affiliate of Borrower).
 - (g) To hold all amounts received that relate to any Receivable that is subject to a Receivable Advance in the form as received in trust for the sole benefit of and for Lender, and to remit such funds satisfying all amounts due Lender and owing by Borrower for and in connection with such Receivable, in each case within twenty-four (24) hours of Borrower's receipt of such funds (or receipt of such funds by any Affiliate of Borrower).
 - (h) That, for each Receivable which is the subject of a Receivable Advance, (i) Borrower is the sole and unconditional owner of such Receivable; (ii) such Receivable is not already encumbered by any voluntary or involuntary Liens which are senior to Lender's security

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interest in such Receivable; (iii) Borrower has a legal right to pledge such Receivable to Lender as security for Liabilities under this Note and the other Loan Documents; (iv) such Receivable represents an original bona fide sale to the buyer(s) named therein; (v) such Receivable is now and will remain free from any claim, defense, setoff, or counterclaim of any nature and is enforceable against the buyer(s) named therein and third parties according to its terms, (vi) all statements, facts, numbers, and other information in such Receivable and all related documents are true and accurate to the best of Borrower's knowledge, are free from fraud, and have not been altered or modified subsequent to their execution, except for such alterations or modifications as have been acknowledged and initiated by Borrower and the other parties thereto; (vii) Borrower has met all of Borrower's obligations to the subject buyer(s) for such Receivable, and Borrower has no knowledge of any event which indicates or suggests the prospective un-collectability of all or any portion of the Receivable; (viii) the Unit that is the subject of the Receivable was sold at fair market value, not as salvage, and has accually been delivered into the possession of and has been accepted by the subject buyer(s); and (ix) the sale and related financing of the Unit that is the subject of the Receivable complies with all Laws (including all usury Laws, the Uniform Consumer Credit Code, all consumer credit Laws, and all equal credit opportunity and disclosure Laws).

- (i) That any request for an Advance shall constitute an affirmative representation by Borrower to Lender that Borrower is in full compliance with all terms, conditions, representations, warranties and covenants made under this Note and the other Loan Documents, in each case as of the date of such request.
- (j) That Borrower now has, and will have at the time of any Advance and through the date of any repayment of the Liabilities thereunder, (i) sufficient cash and equity capital to conduct its Business and pay its debts as they mature, (ii) sufficient capital and other financial resources necessary to engage in the Business and perform its obligations under any agreement to which it is a party and any transaction in which it may engage hereafter; and (iii) ownership of property (including property of all wholly-owned and partially-owned subsidiaries of Borrower) having an aggregate fair market value that is greater than the sum of Borrower's debts (which shall include debts of all wholly-owned and partially-owned subsidiaries of Borrower).
- (k) That, without Lender's prior written consent (which consent may be withheld by Lender in its sole discretion), Borrower shall not (i) make any distributions of its property or assets (including any cash), except for tax and other distributions that (A) are made in the Ordinary Course of Business and, (B) are made in compliance with all Laws, and (C) will not render Borrower or any of its Affiliates insolvent, or otherwise impair the ability of Borrower or any of its Affiliates to satisfy their respective financial obligations when and as such obligations become due; (ii) sell, issue, redeem, retire, purchase, or otherwise acquire, directly or indirectly, any of its capital stock or other equity, in any manner which would reduce, in the aggregate and on cumulative basis, either the cash position or "tangible net worth" of Borrower (as defined in accordance with United States generally accepted accounting principles) by more than ten percent (10%); (iii) make any material change in its capital structure, or make any material change in its Business or operations; (iv) make any loans or other advances of money or any loans or advances of Inventory or other property to any Person, including any officer, director, stockholder, employee, or Affiliate of Borrower, other than (A) advances against commissions, and other similar advances to employees in the Ordinary Course of Business, and (B) loans not exceeding an aggregate of two percent (2%) of the Credit Line; (v) undertake or permit any of its equity holders to undertake any transaction or series of transactions that would result in the equity holders of Borrower, as of the Effective Date, owning and controlling less than seventy-five percent (75%) of all classes of the outstanding equity of Borrower on a fully-diluted basis; or (vi) engage in any transaction or series of transactions to sell, liquidate, or otherwise transfer, all or substantially all of its assets. If Borrower desires to engage in any transaction or series of transactions that would, absent the written consent of Lender, be prohibited under this Section 4(k), Borrower shall provide Lender with no less than thirty (30) days' prior written notice describing the proposed transaction or series of transactions in reasonable detail, and Lender may, in its sole discretion, consent in writing to such transaction or series of transactions, as the case may be. For purposes of clarity, in no event shall any failure to respond by Lender be construed as acceptance or acquiescence to any transaction or series of transactions hereunder, or any waiver by Lender with respect to any transaction or series of transactions prohibited under this Section 4(k).
- (1) To pay immediately and to remain current with all levied taxes, assessments, charges, judgments, and expenses which may now or hereafter be entered, levied, or assessed against Borrower, Borrower's Business or any other business in which Borrower may be involved, and/or any of the Collateral. Lender may, in its sole discretion, make an Advance to a third party on Borrower's behalf to pay such taxes, assessments, charges, judgments, and expenses to protect Lender's interests, and may thereafter collect the amount of any such Advance, together with any associated costs and expenses of Lender, from Borrower as an Administrative Charge pursuant to the terms of this Note.
- (m) That Borrower has obtained all necessary permits and licenses required by Law to operate its Business as a wholesale or retail seller, lessor, or renter of Inventory, and that Borrower has complied with all filing requirements to operate as the entity or business type on record with the appropriate governmental office(s).
- (n) That no legal, administrative, or arbitration proceedings are pending or threatened against Borrower which could reasonably affect Borrower, its Business or any Collateral, or which could materially and adversely affect any other business of Borrower or any properties or prospects, or the general condition, financial or otherwise, of Borrower, or Borrower's ability to repay all Liabilities and otherwise meet its obligations under this Note and the other Loan Documents.
- (o) That Borrower shall immediately notify Lender in writing of any tax warrant, tax levy or any legal, administrative, or arbitration proceedings to which Borrower becomes a party after the Effective Date.
- (p) That all payments made by Borrower to Lender via check or ACH, at the time of issuance, will be written or drawn upon an account that

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contains immediately available funds sufficient to cover the dollar amount of such check or ACH.

- (q) That Borrower's legal name and address as they appear in Section 15 are accurate and complete, and Borrower shall immediately notify Lender in writing of any change in Borrower's Place of Business, bank account information, legal name, physical address, contact information for Borrower or any principal of Borrower (including any change in telephone number), mailing address, business type, state of organization, ownership, management, or control and shall execute any and all documents requested by Lender at any time to bring Borrower into compliance with this Note and any other Loan Document.
- (r) That Borrower and all Guarantors are legally competent and have all necessary power and authority to enter into and perform their respective obligations under this Note and the other Loan Documents.
- (s) That Borrower shall not disclose to any third party, without the written consent of Lender, any terms and conditions applicable to Borrower's Credit Line, whether such terms and conditions are set forth on the applicable Advance Schedule, this Note or any other Loan Document.
- (1) That Borrower may have an account with Lender where information can be accessed and transmissions can be sent through the Discover Portal or by other electronic means, and Borrower shall have the means and the affirmative obligation to control access to the account information of Borrower by passwords and a Borrower account number. Borrower shall be solely responsible for any unauthorized access to Borrower's account. Access to Borrower's account may be revoked or otherwise restricted by Lender at any time, in Lender's sole discretion, without prior notice to Borrower.
- (u) That Borrower shall use Advances solely for Business purposes and not for personal, family, or household purposes. This means, among other things, that Borrower may not use Advances to purchase a vehicle for Borrower's personal, family, or household use, financed Inventory may be used for Borrower's personal, family, or household use. This Note and all Advances requested or made hereunder shall be requested and made only for commercial purposes and Borrower hereby expressly and unconditionally waives, to the fullest extent permitted by Law, the protections of any Law intended to protect consumers or regulate consumer loans.
- (v) That Borrower will provide Lender the name of each individual authorized to buy Inventory and make Advance requests hereunder on Borrower's behalf. Notwithstanding the foregoing or anything to the contrary in any Loan Document, Borrower shall be responsible and liable for all Advance requests and other Liabilities incurred by any such appointed individual or any other actual or apparent representative or agent of Borrower (regardless of whether such Person is specifically appointed by Borrower as contemplated above).
- 5. CREDIT TERMS AND CONDITIONS Borrower understands and agrees to the following terms, conditions, covenants, and other agreements relating to its Credit Line and any Advances made under this Note and the other Loan Documents, and acknowledges that any failure by Borrower to adhere to any such terms, conditions, covenants, or other agreements shall result in Lender having the right (in addition to any other right that Lender may have), in its sole discretion and without notice to Borrower, to declare a Maturity Event with respect to all related Advances:
 - (a) The decision to make an Advance to or on behalf of Borrower is the exclusive right of Lender, whether or not an Event of Default has occurred, and Borrower understands that Lender may refuse to make an Advance at any time, with or without cause and without prior notice to Borrower or any Guarantors of such decision. Borrower is not obligated to finance any Inventory or Receivable through Lender.
 - (b) Borrower's Credit Line may require a Reserve as a credit underwriting condition to the grant of credit and as additional security for the repayment of Liabilities under this Note and the other Loan Documents. In the event a Reserve is either requested by Borrower or required by Lender, Borrower will be required to execute a Reserve Agreement, and the applicable Required Reserve Amount and Reserve Charge will be indicated on the applicable Advance Schedule.
 - (c) Borrower must deliver or cause to be delivered to Lender the Title or MSO for any Unit of Inventory at the time of any related Floorplan Advance request, or, in the event of a Universal Source Purchase, within seven (7) days after Lender funds the related Floorplan Advance.
 - (d) Borrower must deliver or cause to be delivered to Lender the original Receivable which is the subject of a Receivable Advance request within seven (7) days after Lender funds such Receivable Advance. In the event that a Receivable Advance is made by Lender with respect to a Unit for which there is an unpaid Floorplan Advance, then any such Receivable Advance made to Borrower shall be net of such unpaid Floorplan Advance and all other unpaid Liabilities of Borrower with respect to such Unit.
 - (e) Borrower must be in complete compliance with this Note and the other Loan Documents before an Advance request may be approved by Lender. Additionally, Lender may require certain other information from Borrower to be submitted before Lender will consider an Advance request
 - (f) Borrower shall pay all Liabilities, without notice, that concern or relate to a Floorplan Advance for any Unit of Lender Financed Inventory on or before the Maturity Date. Lender shall apply such payments to any and all Liabilities relating to such Floorplan Advance. Notwithstanding anything herein to the contrary, if a shortage exists between the payments received by Lender with respect to a Floorplan Advance, and the Liabilities relating to such Floorplan Advance, then such shortage shall be immediately due and payable and shall continue to be considered a Liability owed by Borrower to Lender, secured by the remaining Collateral.

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- (g) Borrower shall pay all Liabilities, without notice, that concern or relate to a Receivable Advance for a subject Receivable on or before the Maturity Date. Lender shall apply such payments to any and all Liabilities relating to such Receivable Advance. Notwithstanding anything herein to the contrary, if a shortage exists between the payments received by Lender with respect to a Receivable Advance, and the Liabilities relating to such Receivable Advance, then such shortage shall be immediately due and payable and shall continue to be considered a Liability owed by Borrower to Lender, secured by the remaining Collateral.
- (h) Borrower shall pay all Liabilities, without notice, which do not concern or relate to a Floorpian Advance or a Receivable Advance, including Administrative Charges and other account level charges, in each case on their respective Maturity Dates.
- (i) With respect to payments that relate to a Floorplan Advance or a Receivable Advance which exceed the outstanding Liabilities owed by Borrower in connection with such Floorplan Advance or Receivable Advance, as the case may be, and with respect to payments for all other Liabilities, the order and method of application of such payments shall be at the sole discretion of Lender. Notwithstanding anything herein to the contrary, in the event Lender declares an Event of Default, Lender may apply all subsequent payments, including payments directly related to a Floorplan Advance or a Receivable Advance, in any manner or order. Payments initiated or received by Lender after 5:00PM EST may be applied the next Business Day.
- (j) Unless either (i) the Maturity Date for a Floorplan Advance has been accelerated as the result of a Maturity Event or a declaration of an Event of Default; or (ii) such Floorplan Advance is in the final Period pursuant to the applicable Advance Schedule, a Curtailment of such Floorplan Advance will automatically be processed at the end of the current Period. Upon the processing of the Curtailment for a Floorplan Advance, Borrower shall pay the accrued Interest, accrued Floorplan Fee, any other accrued Floorplan Advance related fees, and a principal reduction of such Floorplan Advance, in each case pursuant to this Note, the applicable Advance Schedule, and any applicable event sale or promotional terms in effect for such Floorplan Advance. Additionally, unless (a) the Maturity Date for a Floorplan Advance has been accelerated as the result of a Maturity Event or a declaration of an Event of Default; or (b) Borrower has notified Lender that Borrower has disposed of the subject Unit of Lender Financed Inventory by sale or otherwise, Borrower shall be deemed to have requested, and Lender may, in its sole discretion, automatically approve and process, an Extension with respect to such Floorplan Advance. With respect to any Extension, the Period, accrued Interest, accrued Floorplan Fee, any other Floorplan related fees, and the principal reduction required to be paid by Borrower for such Extension shall, in each case, be equal in all respects to those of the last Period, and, upon the processing of such Extension, Borrower shall pay such accrued Interest, accrued Floorplan Fee, any other accrued Floorplan Advance related fees, and principal reduction of such Floorplan Advance, in each case pursuant to this Note, the applicable Advance Schedule, and any applicable event sale or promotional terms in effect for such Floorplan Advance. Additionally, for each Extension, Borrower shall be charged any applicable Universal Program Fee (including any Universal Extension Fee) set forth in the Finance Program Rate, Fee, and Term Schedule for the applicable Finance Program.
- (k) Unless either (i) the Maturity Date for a Receivable Advance has been accelerated as the result of a Maturity Event or a declaration of an Event of Default; or (ii) such Receivable Advance is in the final Period pursuant to the applicable Advance Schedule, a Curtailment of such Receivable Advance will automatically be processed at the end of the current Period. Upon the processing of the Currailment for a Receivable Advance. Borrower shall pay the accrued Interest, accrued Receivable Fee, any other accrued Receivable Advance related fees, and a principal reduction of such Receivable Advance, in each case pursuant to this Note, the applicable Advance Schedule, and any applicable event sale or promotional terms in effect for such Receivable Advance. Additionally, unless (a) the Maturity Date for a Receivable Advance has been accelerated as the result of a Maturity Event or a declaration of an Event of Default; (b) Borrower has notified Lender that Borrower has received full payment on the subject Receivable; or (c) Borrower has notified Lender that Borrower has declared a default under such Receivable, Borrower shall be deemed to have requested, and Lender may, in its sole discretion, automatically approve and process an Extension with respect to such Receivable Advance. With respect to any Extension, the Period, accrued Interest, accrued Receivable Fee, any other Receivable related fees, and the principal reduction required to be paid by Borrower for such Extension shall, in each case, be equal in all respects to those of the last Period, and, upon the processing of such Extension, Borrower shall pay such accrued Interest, accrued Receivable Fee, any other accrued Receivable Advance related fees, and principal reduction of such Receivable Advance, in each case pursuant to this Note, the applicable Advance Schedule, and any applicable event sale or promotional terms in effect for such Receivable Advance. Additionally, for each Extension, Borrower shall be charged any applicable Universal Program Fee (including any Universal Extension Fee) set forth in the Finance Program Rate, Fee, and Term Schedule for the applicable Finance Program.
- (1) Lender may hold any property (and proceeds thereof) or funds belonging to or payable to Borrower or any of its Affiliates ("Sctoff Funds") and apply such Setoff Funds to any outstanding Liabilities of Borrower or to any amounts owing by Borrower to any Affiliate of Lender, and Borrower hereby grants to Lender or its Affiliates, as the case may be, a lien on such Setoff Funds. Lender and its Affiliates may at any time apply any or all of the Setoff Funds to any outstanding Liabilities of Borrower or to any amounts owing by Borrower to any Affiliate of Lender. Borrower expressly waives any requirement of maturity or mutuality among Lender and its various Affiliates.
- (m) Any statement of Borrower's account furnished or made available to Borrower by Lender, to the extent no objection is made in writing by Borrower within ten (10) days after Borrower's receipt of such statement, shall constitute a definitive statement of Borrower's Credit Line and Liabilities as of the date of such statement and shall be binding upon Borrower.
- (n) Borrower hereby expressly authorizes Lender and its Affiliates to communicate with Borrower via facsimile transmissions, email, telephonic transmissions, both to a residential telephone line and/or cell phone, including text messaging, using an automatic telephone dialing system or an artificial or prerecorded voice message, and/or any other forms of communication, for any purpose, including general business matters, account information, marketing materials, collection, and/or any other communication needs. Borrower agrees that such express permission

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- shall extend to any and all of the contact information that Borrower has provided herein, including physical and email addresses, phone numbers, fax numbers, etc., and to such other addresses, phone numbers, email addresses, online chat, social media platforms, etc. that Borrower may provide to Lender or that Lender may obtain from any third party at a later date.
- (o) So long as Borrower is not in default of this Note or any other Loan Document, Borrower may sell Lender Financed Inventory to bona fide buyers in the Ordinary Course of Business, but nothing herein shall be deemed to waive or release any interest Lender may have hereunder or under any other agreement in any proceeds or replacements of such Lender Financed Inventory. Upon the sale of any Unit of Lender Financed Inventory, Borrower shall hold the proceeds from such sale in trust for the benefit of Lender, and Borrower shall pay to Lender, in accordance with this Note and the other Loan Documents, an amount equal to the unpaid balance of the Liabilities relating to such Unit of Lender Financed Inventory.
- (p) Borrower shall allow Lender and its Representatives to access Borrower's books and records at Borrower's Place of Business and such other places as any Lender Financed Inventory may be located, in order to conduct audits of Borrower's Lender Financed Inventory, in each case without prior notice to Borrower of such audits. Borrower shall be responsible for and agrees to pay all of Lender's expenses in conducting such audits.
- (q) Each Unit of Lender Financed Inventory must be physically verified at the time of any audit conducted by or on behalf of Lender to be at Borrower's Place of Business, or such other place as Lender may authorize. In the event that any Unit of Lender Financed Inventory is not so verified, Lender may, in its sole discretion, provide Borrower an opportunity to produce such Unit of Lender Financed Inventory at Borrower's Place of Business, or such other place as Lender may authorize.
- (r) Borrower may request from Lender, for a legitimate business purpose, the Title to a Unit of Lender Financed Inventory, but Lender reserves the right to grant or deny such request in its sole discretion. In the event Lender grants any such request, any Title provided to Borrower or to any other Person on Borrower's behalf, must be returned to Lender by the close of business on the seventh (7th) day after the date of Lender's release of such Title.
- (s) Borrower and each Guarantor authorize Lender to obtain and share credit information relating to Borrower and its Guarantors from and with credit bureaus, financial institutions, trade creditors, affiliates, and others and to conduct such other credit investigations that Lender in its sole discretion deems necessary. The individual signing below on behalf of Borrower expressly authorizes Lender to obtain his or her consumer credit report from time to time at Lender's discretion, and expressly ratifies any such consumer credit report that may have been obtained by or on behalf of Lender prior to the Effective Date. Borrower also authorizes Lender to contact any hird parties to disclose information, including information contained in Lender application, for the purpose of, among other things, obtaining intercreditor agreements and perfecting Lender's security interest. Further, if a Credit Line is granted, Borrower and each Guarantor authorize Lender to review Borrower's account periodically, which may include obtaining additional credit information on Borrower and each Guarantor through any available medium.
- (t) Borrower's account is subject to "NSF" fees in the amount stated in the Finance Program Rate, Fee, and Term Schedule or the maximum amount permitted by Law for each check or ACH issued by Borrower which is subsequently returned for insufficient funds, in addition to any charge or fee imposed by Borrower's and/or Lender's depository institution.
- (u) Lender may process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number, and check serial number to Borrower's financial institution. By submitting a check for payment, Borrower authorizes Lender to initiate an electronic debit from Borrower's bank account. When Lender processes Borrower's check electronically, Borrower's payment may be debited from Borrower's bank account as soon as the same day Lender receives Borrower's check.
- (v) Borrower's account is subject to a late fee in the amount stated in the Finance Program Rate, Fee, and Term Schedule or the maximum amount permitted by Law for any Unit of Lender Financed Inventory for which Borrower fails to remit payment under this Note or any other Loan Document when due. Borrower acknowledges and agrees that the late fee charged by Lender is a reasonable estimate of Lender's additional administrative burden and costs incurred due to the delay and inconvenience to Lender associated with a late payment.
- (w) Borrower's account is subject to Administrative Charges. Borrower acknowledges and agrees that any such Administrative Charged by Lender is permitted under this Note and the other Loan Documents, and Borrower consents to the assessment of any such Administrative Charge to Borrower's account.
- (x) Borrower's account is subject to Universal Program Fees. Lender maintains and publishes the "Finance Program Rate, Fee, and Term Schedule" for each Finance Program applicable to Borrower's Credit Line via posting the same on the Discover Portal. Borrower may request a copy of the Finance Program Rate, Fee, and Term Schedule from Lender in writing at any time. All universal or generally applicable rates and fees and any amendments to the Terms and Conditions shall be published therein, incorporated herein by reference and made a part of this Note and any other applicable Loan Documents. The rates and fees applied to Borrower's Liabilities under this Note, any amended Terms and Conditions, or any applicable event sale or promotional terms in effect with respect to an eligible Floorplan Advance or Receivable Advance shall be (i) the applicable rates and fees set forth on the applicable Advance Schedule; (ii) the rates, fees, and amendments to the Terms and Conditions most recently published on the applicable Finance Program Rate, Fee, and Term Schedule; and (iii) the rates, fees, terms, and conditions as set forth in the applicable marketing materials outlining event sale and/or promotional terms. Lender may amend the rates, fees, and Terms and Conditions from time to time, at Lender's sole discretion, and without additional Notice to

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Borrower other than the publication of such amendments on the Discover Portal.

- (y) Lender maintains and publishes the Lender Guide on the Discover Portal. Borrower acknowledges and agrees that the Lender Guide and the content found therein are not part of this Note or any other Loan Document, are for informational purposes only, and do not create any new or additional contract rights or obligations for Borrower or Lender. Borrower acknowledges and agrees that the Lender Guide and the content therein is subject to change by Lender at any time without notice. To the extent the Lender Guide and the content therein are determined to create or provide additional contractual rights for Borrower and a conflict exists between this Note or any other Loan Document, on the one hand, and the Lender Guide, on the other hand, the provision of this Note or the other Loan Document, as the case may be shall prevail.
- (2) Borrower waives demand, presentment for payment, notice of dishonor, protest, and notice of protest, and expressly agrees that this Note and all payments coming due under it and any other Loan Documents may be extended or modified from time to time without in any way affecting Borrower's liability under this Note or any other Loan Document. Borrower and Guarantors understand that Lender may, at any time and without notice to Borrower, with or without cause, demand that this Note immediately be paid in full. The demand nature of this Note does not limit Lender's election of remedies upon an Event of Default by Borrower, and Borrower and Guarantors acknowledge that upon Lender's declaration of an occurrence of an Event of Default, all Liabilities under this Note and the other Loan Documents shall automatically accelerate and Lender may, at any time and without notice to Borrower, demand immediate payment of all Liabilities under this Note and the other Loan Documents and take such further action as may be contemplated under Section 7 or otherwise permitted by Law or in equity. Borrower shall have the right to pay all Liabilities in full at any time.
- (aa) Notwithstanding Section 4(f), upon any disposition of a Unit of Lender Financed Inventory, whether by sale or otherwise, or the receipt by Borrower (or any other Person on behalf of Borrower) of full or partial payment by or on behalf of the purchaser of such Unit of Lender Financed Inventory, Lender may, without notice to Borrower and in Lender's sole discretion, declare a Maturity Event with respect to the related Floorplan Advance.
- (bb) Notwithstanding Section 4(g), upon any receipt by Borrower of full payment under any Receivable that is subject to a Receivable Advance, or upon Borrower's declaration of a default under any such Receivable, Lender may, without notice to Borrower and in Lender's sole discretion, declare a Maturity Event with respect to the related Receivable Advance.
- (cc) The receipt, by Lender or Borrower, or any third party on Borrower's behalf, of proceeds related to any Unit of Lender Financed Inventory shall constitute conclusive proof of the sale or other disposition of such Unit of Lender Financed Inventory.
- EVENTS OF DEFAULT. The occurrence of any of the following events shall be considered an event of default under this Note and the other Loan Documents (each, an "Event of Default"):
 - (a) Borrower or any Guarantor fails to perform any of its obligations, undertakings or covenants under this Note or under any other Loan Document, including any obligation to repay any Liability when due and Borrower's obligation to pay upon demand any outstanding Liability under this Note.
 - (b) Borrower or any Guarantor breaches or otherwise violates any provision of this Note or any other Loan Document.
 - (c) Borrower makes any representation or warranty to Lender, or provides to Lender any schedule, certificate, financial statement, report, notice, or other writing, which is false or misleading in any material respect when made or delivered.
 - (d) Any damage or destruction of any Inventory and appropriate insurance naming Lender as "Loss Payee" is not in effect as required under Section 4(c).
 - (e) Borrower or any Guarantor, or any of their respective Parent Companies, has defaulted in the payment or performance of any debt or obligation under any other agreement, whether to Lender or to a third party.
 - (I) Borrower or any Guarantor, or any of their respective Parent Companies, becomes insolvent or consents to the appointment of a trustee, receiver, or other custodian for such Borrower, Guarantor, or Parent Company, as the case may be, or for any property belonging to any of the foregoing Persons; or such Borrower, Guarantor, or Parent Company, as the case may be, makes a general assignment for the benefit of its creditors; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency Law, or a dissolution or liquidation proceeding, its commenced by or against such Borrower, Guarantor, or Parent Company, as the case may be.
 - (g) Any material change in the management, ownership, or control of Borrower or its Parent Company occurs (unless such material change has been consented to in writing by Lender).
 - (h) The voluntary or administrative dissolution, death, or incompetence of Borrower or any Guarantor, or any of their respective Parent Companies.
 - (i) Any change in the financial condition of Borrower or any Guarantor, or any of their respective Parent Companies, that Lender in good faith

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deems adverse

- (j) Borrower or any Guarantor, or any of their respective Parent Companies, admits in writing that it is unable to pay its debts as they become
- (k) Lender in good faith deems itself insecure for any reason.
- 7. RIGHTS AND REMEDIES. Upon any Event of Default, Lender may, at its option and without notice to Borrower, exercise any or all of the following rights in a separate, successive, or concurrent fashion, and Lender's exercise of any rights hereunder shall not preclude Lender from pursuing other rights and remedies in conjunction therewith or at a later time:
 - (a) Demand immediate payment of all Liabilities under this Note and the other Loan Documents and all other indebtedness and amounts owed to Lender and its Affiliates by Borrower and its Affiliates. Lender shall have all rights and remedies available hereunder and under the other Loan Documents, and all rights and remedies available to Lender at law or in equity, indicating the rights and remedies available to Lender at law or in equity, indicating the rights and remedies of a secured party under the UCC. These rights and remedies include the right to cancel any unfunded Advances; to enter into Borrower's premises with or without legal process, but without force, and to take possession of and remove any Collateral; and to notify any account debtors or other Person obligated on Collateral to make payment or otherwise render performance to or fet hemefit of Lender. Lender shall have the right to contact any third parties, including auctions, governmental agencies, Borrower's licensing authorities, consumer finance companies, floorplan companies, other finance companies, consumers, other borrowers, Auction Insurance Agency, and such other Persons as Lender may elect to contact in its sole discretion, and to share such information as is necessary, in Lender's sole discretion, for any reason, including for purposes of and related to collection of any Liabilities under this Note and the other Loan Documents. At Lender's request, and to the extent Borrower may lawfully do so, Borrower shall assemble, prepare for removal, and make available to Lender at a place designated by Lender which is reasonably convenient for Lender and Borrower such Collateral as Lender may request.
 - (b) Initiate proceedings to appoint a receiver in any court of competent jurisdiction. To the extent permitted by Law, Borrower waives the right to notice and hearing of the appointment of a receiver and consents to such appointment without requiring Lender to post a bond.
 - (c) To the extent permitted by Law, Borrower gives consent to Lender to proceed in any action to collect on or execute against any and all bonds that Borrower or its Affiliates may have posted with any governmental authorities or third parties.
 - (d) Without limiting the foregoing, Lender may take control of any funds generated by any Collateral, and in Lender's name or Borrower's name, demand, collect receipt for, settle, compromise, sue for, repossess, accept returns of, foreclose, or realize upon any Collateral. Borrower waives any and all rights it may have to notice prior to seizure by Lender of any Collateral Borrower agrees that private sale of any Lender Financed Inventory at the amount then owed to Lender on such Lender Financed Inventory, less costs reasonably incurred by Lender in preparation of disposition of such Lender Financed Inventory, shall be a commercially reasonable method of disposition of such Collateral. Additionally, Borrower further agrees that any Inventory Collateral repossessed or otherwise obtained by Lender after an Event of Default may be disposed of by Lender, in Lender's sole discretion, at any regular or online sale of any wholesale auto auction that may be an Affiliate of Lender, or at any National Auto Auction Association member, and, in each case, any such a sale is and shall be deemed commercially reasonable for all purposes. Borrower shall be liable to Lender for any deficiency resulting from Lender's disposition of the Collateral. Borrower agrees that the Collateral is of the type customarily sold on a recognized market and that Lender therefore has no obligation to notify Borrower prior to a sale of any Collateral. Lender shall not be responsible for the accuracy or validity of any document or for the existence or value of any Collateral. Lender shall not be required to marshal any assets in favor of Borrower. Lender has no obligation to pursue any third party for any liability or obligation owed to Borrower. Borrower further agrees to pay all reasonable attorneys' fees and other collection costs incurred by Lender and its Affiliates in enforcing this Note and any other Loan Document after any Event of Default. To the extent not prohibited by Law, Borrower waives all appraisement, valuation, anti-deficiency, homestead, exemption, and usury Laws now or hereafter in effect, and releases all right to appeal after payment in full.
- 8. LOAN DOCUMENTS. In addition to the execution and delivery of this Note, upon the request of Lender, Borrower shall execute (or cause the execution of) the following additional documents in connection with Borrower's Credit Line (together with all other documents and instruments executed by Borrower in connection with this Note or Borrower's Credit Line, the "Loan Documents"), each of which shall be incorporated herein by reference and made a part of this Note: (a) a Power of Attorney in favor of Lender, (b) prior to Lender making any Advances under this Note, an Advance Schedule for each unique set of terms for the Finance Program applicable to Borrower, which may be amended from time to time; (c) such Guaranties of all of Borrower's Liabilities under this Note and the other Loan Documents as Lender may request, including Guaranties of all owners of Borrower, (d) a Reserve Agreement in favor of Lender, and (e) prior to Lender authorizing Borrower to place any Lender Financed Loventory on consignment with another licensed dealer, a Consignment Agreement acceptable to Lender.
- ASSIGNMENT. This Note and any other Loan Document may be assigned by Lender without notice to Borrower, but Borrower may not assign
 this Note or any other Loan Document without the prior written consent of Lender.
- 10. THIRD PARTY BENEFICIARIES. Neither this Note nor any other Loan Document is intended to confer upon any Person other than the Parties any rights or remedies hereunder; provided, however, that the rights and remedies afforded to Lender under Sections 2, 5(1), 5(n), 5(s), 7, 11 and 14 shall also inure to the benefit of the Affiliates of Lender and such Affiliates shall be intended third party beneficiaries of the provisions thereof.

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- 11. INDEMNIFICATION. Borrower shall, at its expense, defend, indemnify and hold harmless Lender and its Affiliates, and each of their respective directors, officers, principals, partners, shareholders or holders of any ownership interest, as the case may be, employees, Representatives, attorneys, and agents (the "Lender Parties") from and against any and all claims, judgments, losses, damages, demands, payments, fines, costs, expenses (including reasonable attorneys' fees and court courts), and liabilities of any nature or description incurred by a Lender Party to the extent arising from or relating to any of the following: (a) any personal injury or property damage caused by Borrower or any of its Representatives; (b) any breach by Borrower of this Note or any other Loan Document, including the breach of any representation, warranty, or other agreement contained in this Note or in any other Loan Document; and (c) Borrower's operation of its Business or any of Borrower's operations or activities.
- 12. NO JOINT VENTURE, PARTNERSHIP, OR AGENCY. Nothing contained in this Note or in any other Loan Document shall confer upon Lender or Borrower any interest in, or subject either of them to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of the other. This Note does not constitute and shall not be characterized as a joint venture, partnership, or agency between Lender and Borrower. Nothing in this Section 12 shall limit or restrict the respective obligations and undertakings of Lender and Borrower hereunder.
- 13. AMENDMENT; MERGER. This Note and the other Loan Documents are intended by the Parties to be an amendment to and restatement of any prior Demand Promissory Note and Loan and Security Agreement or similar document or instrument (including any prior promissory note, loan and security agreement or similar contract) between Lender (or any predecessor of Lender, including Dealer Services Corporation and/or Manheim Automotive Financial Services, Inc.) and Borrower. With the exception of the amendments and modifications that Lender is entitled to make without the prior written consent of Borrower pursuant to this Note or any other Loan Document, with the exception of the amendments and modifications that Lender is entitled to make writhout the prior written consent of Borrower pursuant to this Note or any other Loan Documents, such other Loan Documents may be modified or amended only upon the written consent of Lender and the Person to whom such amendment relates. Additionally, the Finance Programs, Lender Guide, descriptions of specific Units of Lender Financed Inventory, amounts and terms of Advances, Maurity Dates, Extensions, Interest, Base Rates, Administrative Charges, Lender Universal Program Fees, late fees, NSF fees, and other charges allowed by this Note or any other Loan Document may be proven by the records kept by Lender. Notwithstanding the foregoing, any advance and/or loan originated pursuant to one or more agreements between Borrower and Dealer Services Corporation and/or Manheim Automotive Financial Services, Inc. prior to the Effective Date for which indebtedness from Borrower remains outstanding as of the Effective Date, shall remain subject to the terms and conditions of such prior agreement(s) for all intents and purposes until such indebtedness has been indefeasably repaid and sassified in full.
- 14. EXECUTION. The Parties understand and agree that Lender may execute this Note and any other Loan Documents by affixing the signature of an authorized representative of Lender via signature stamp. Additionally, Lender may execute this Note and any other Loan Documents by affixing to this Note or such other Loan Document, as the case may be, an electronic or digital signature, which electronic or digital signature shall for all purposes be deemed effective to constitute the valid signature of Lender. Any electronic or digital signature affixed to this Note or any other Loan Documents by Lender shall be deemed to satisfy all requirements imposed on electronic or digital signatures under the UCC, the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act"), and any other similar Laws relating to the validity or enforceability of electronic or digital signatures, and such electronic or digital signature shall not be denied legal effect, validity, or enforceability solely because it is in electronic or digital form. Notwithstanding the foregoing, Borrower may execute this Note and any other Loan Documents only by original signature of an authorized officer of Borrower, unless otherwise authorized by Lender. Lender may, in its sole discretion, permit Borrower and/or any Guarantor to execute this Note and any other Loan Documents by affixing to this Note or such other Loan Document, as the case may be, an electronic or digital signature. Borrower acknowledges and agrees that any electronic or digital signature of Borrower or any Guarantor shall for all purposes be deemed effective and constitute the valid signature of Borrower or Guarantor, as the case may be, and shall be deemed to satisfy all requirements imposed on electronic or digital signatures under the UCC, the E-Sign Act, and any other similar Laws relating to the validity or enforceability of electronic or digital signatures, and such electronic or digital signature shall not be denied legal effect, validity, or enforceability solely because it is in electronic or digital form. A facsimile or photocopied reproduction of signatures on this Note and any other Loan Documents shall be deemed original signatures for all intents and purposes. This Note and the other Loan Documents may be executed by the Parties in one or more counterparts which, collectively, shall constitute one and the same agreement.
- 15. NOTICES. All notices, demands and requests required or permitted to be given under this Note and any other Loan Document shall be (a) in writing, (b) sent by facsimile with receipt confirmed by telephone (but only if a facsimile number is provided below), delivered by personal delivery or sent by commercial delivery service or certified mail, return receipt requested, (c) deemed to have been given on the date sent by facsimile with receipt confirmed by telephone, the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows (or, in the case of Lender, to any other subsequent address that Lender may provide to Borrower (through written notice, via the Discover Portal, or otherwise) for purposes of directing future notices, demands or requests):

If to Lender:

NextGear Capital, Inc., 1320 City Center Drive, Suite 100, Carmel, IN 46032 Telephone: (317) 571-3721 Facsimile: (317) 571-3737

with a copy to:

NextGear Capital, Inc., 1320 City Center Drive, Suite 100, Carmel, IN 46032 Telephone: (317) 571-3721 Facsimile: (317) 571-3737

Attention: Legal Department

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If to Borrower:

Michael Vernon Garrison, d/b/a Rock Hill Used Cars

519 Interstate Highway 30 E, Sulphur Springs, TX 754826153

Telephone: (903) 951-8597 Facsimile:

- 16. NO WAIVER. No failure or delay by Lender in exercising any right, power, or privilege or the granting of an exception by Lender with respect to any Term or Condition will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege by Lender.
- 17. TERMINATION. No termination of this Note shall alter Borrower's obligations and Liabilities relating to Advances and amounts funded or committed prior to the effective date of such termination, and all rights and remedies, including the security interest granted herein and the rights of Lender as a secured party hereunder, shall extend until all Liabilities owed by Borrower to Lender have been indefeasibly paid and satisfied in full.
- 18. LEGAL FEES AND COLLECTION COSTS. Borrower shall pay to Lender all reasonable legal fees, expenses, and collection costs incurred by Lender, Lender's Affiliates, and/or Lender's Representatives as a result of any Event of Default, Borrower's failure to perform any obligation or satisfy any Liability under this Note or any other Loan Document, and/or Borrower's unsuccessful prosecution of affirmative claims or counterclaims against such party or parties.
- 19 SEVERABILITY. Any provision of this Note or any other Loan Document that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Note and the other Loan Documents or affecting the validity or enforceability of any provision of this Note or any other Loan Document in any other jurisdiction.
- 20. GOVERNING LAW. Except with respect to the interpretation or enforcement of the arbitration and other provisions set forth in Section 22 (which shall be governed by the Federal Arbitration Act), the validity, enforceability, and interpretation of this Note and the other Loan Documents shall be governed by the internal Laws of the State of Indiana, without regard to conflicts of Laws provisions thereof.
- 21. JURISDICTION AND VENUE. As evidenced by Borrower's signature below, Borrower submits to the personal jurisdiction and venue of the state and federal courts of Marion County and Hamilton County, Indiana, and agrees that any and all claims or disputes pertaining to this Note or any other Loan Document, or to any matter arising out of or related to this Note or any other Loan Document, initiated by Borrower against Loader, shall be brought in the state or federal courts of Marion County or Hamilton County, Indiana. Further, Borrower expressly consents to the jurisdiction and venue of the state and federal courts of Marion County and Hamilton County, Indiana, as to any legal or equitable action that may be brought in such court by Lender, and waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens with respect to any such action. Borrower acknowledges and agrees that Lender reserves the right to initiate and prosecute any action against Borrower in any court of competent jurisdiction, and Borrower consents to such forum as Lender may elect.
- 22. DISPUTE RESOLUTION: WAIVER OF CLASS ACTION RIGHTS.
 - (a) In most cases, any disputes or claims that Borrower may have can be resolved quickly and to Borrower's satisfaction by contacting Lender regarding such dispute or claims. In the unlikely event that Lender is unable to resolve a dispute or claim that Borrower may have, Borrower agrees to arbitrate any such dispute or claim. This agreement to arbitrate is intended to be broadly interpreted, and includes (i) all disputes, claims and counterclaims arising out of or relating to this Note or any other Loan Document or any aspect of Borrower's relationship with Lender, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) all disputes, claims and counterclaims that may have arisen before this Note or any prior contract or agreement between Borrower and Lender (including all disputes, claims and counterclaims relating to any marketing or advertising by Lender); and (iii) any disputes, claims and counterclaims that may arise after the termination of this Note and any other Loan Document. Additionally, Borrower acknowledges that Lender may (but shall in no event be required to) arbitrate any dispute or claim that it may have against Borrower, with any antibitration being governed by the provisions of this Section 22. Borrower, at its election, may opt-out of the arbitration provisions set forth in Sections 22(a), 22(c) and 22(d) by providing written notice of its election to opt-out no later than thirry (30) days after the Effective Date, which notice shall be provided to Lender pursuant to Section 15 ("Opt-Out Notice") provided that such Opt-Out Notice shall become effective only upon Borrower's receipt of written confirmation from Lender that such Opt-Out Notice has been received by Lender within the required time period. Borrower acknowledges and agrees that, irrespective of any Opt-Out Notice or any written confirmation thereof, Borrower shall in all events be subject to the provisions of Section 22(b).
 - (b) ANY ARBITRATION PROCEEDING UNDER THIS NOTE WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS OF ANY KND (WHETHER PURSUED THROUGH ARBITRATION OR THROUGH THE COURTS) ARE NOT PERMITTED. BORROWER AGREES THAT IT MAY BRING CLAIMS AGAINST LEADER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BORROWER AGREES THAT, BY ENTERING INTO THIS NOTE, BORROWER IS WAIVING ITS RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER SIMILAR REPRESENTATIVE PROCEEDING. UNLESS CONSENTED TO IN WRITING BY LENDER, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S

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CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. BORROWER ACKNOWLEDGES AND AGREES THAT THE SIZE OF BORROWER'S CREDIT LINE, THE INTEREST RATE TO WHICH ADVANCES ARE SUBJECT AND CERTAIN FEES CHARGED TO BORROWER, AS WELL AS THE SIZE AND DATES OF SPECIFIC ADVANCES, ARE UNIQUE TO AND NEGOTIATED BY BORROWER, AND THAT SUCH FACTORS WILL AND DO VARY AMONG BORROWERS.

- Any dispute or claim subject to arbitration pursuant to this Section 22 shall be submitted to binding arbitration administered by the Judicial Arbitration and Mediation Service ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures as then in effect (the "JAMS") Comprehensive Rules"); provided, however, that any dispute or claim that is subject to arbitration pursuant to this Section 22 and that involves disputes or claims where the aggregate amount reasonably in dispute or controversy is less than \$100,000, shall be submitted to binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures as in effect on the Effective Date (the "JAMS Streamlined Rules"). The disputes and claims subject to arbitration pursuant to this Section 22 will be resolved by a single arbitrator selected pursuant to the JAMS Comprehensive Rules or the JAMS Streamlined Rules, as the case may be. The arbitrator shall be bound by and shall strictly enforce the terms of this Note and the other Loan Documents and may not limit, expand, or otherwise modify any term or provision of this Note or any other Loan Document or any other contract or document between Borrower and Lender. The arbitrator shall not have the power to award to Borrower any damages that are excluded or that have been waived by Borrower under this Note or any other Loan Document, and Borrower irrevocably waives any claim that it may have thereto. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions. The arbitrator shall render a written decision within six (6) months after being selected. Any arbitration will be held in Indianapolis, Indiana (or its greater metro area). Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in his or her discretion, award costs and fees to the prevailing Party. The result of any arbitration shall be final and binding upon the Parties. Judgment upon any arbitration award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.
- (d) This Note and the other Loan Documents evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 22, notwithstanding the provisions of Section 20.
- 23. WAIVER OF JURY TRIAL. AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, LENDER AND BORROWER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY OTHER LOAN DOCUMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, STATEMENT, WHETHER CHAL OR WRITTEN, OR ACTIONS OF LENDER OR BORROWER. NEITHER LENDER NOR BORROWER SHALL SEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT HAVE BEEN DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR BORROWER EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH LENDER AND BORROWER.
- 24. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY LENDER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENT (OR ANY ADVANCES MADE BY LENDER HEREUNDER OR THEREUNDER), EVEN IF SUCH LENDER PARTIES, COLLECTIVELY, BE LIABLE FOR ANY DAMAGES UNDER THIS NOTE OR ANY OTHER LOAN DOCUMENT (OR IN CONNECTION WITH ANY ADVANCE BY LENDER HEREUNDER OR THEREUNDER OR THE LOAN DOCUMENT (OR IN CONNECTION WITH ANY ADVANCE BY LENDER HEREUNDER OR THEREUNDER) THAT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE SUM OF THE INTEREST AND FLOORPLAN FEES ACTUALLY PAID TO LENDER BY BORROWER UNDER THIS NOTE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM AT ISSUE (OR. IN THE CASE OF MULTIPLE EVENTS, THE FIRST SUCH EVENT GIVING RISE TO THE CLAIM AT ISSUE).
- 25. WAIVER OF BOND. BORROWER WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY BOND OR SURETY OR SECURITY ON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF LENDER DURING ATTEMPTS TO RECOVER COLLATERAL OR OTHERWISE.
- 26 CALIFORNIA BORROWERS. In the event Borrower's Place of Business is in the State of California, Borrower acknowledges and agrees that any initial Advance made under this Note must be in the amount of at least Five Thousand Dollars and Zero Cents (\$5,000), and Borrower shall neither request nor accept any initial Advance under this Note in an amount less than Five Thousand Dollars and Zero Cents (\$5,000).
- 27. DISCLAIMER. THE DISCOVER PORTAL LICENSED OR PROVIDED HEREUNDER IS PROVIDED AS A CONVENIENCE TO BORROWER AND ON AN "AS-IS" BASIS. LENDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LENDER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE DISCOVER PORTAL WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS, AND LENDER SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE FOR ANY OUTAGE OR OTHER LOSS OF FUNCTIONALITY OR CONNECTIVITY WITH RESPECT TO THE DISCOVER PORTAL, AND NO SUCH OUTAGE OR OTHER LOSS OF FUNCTIONALITY OR CONNECTIVITY SHALL EXCUSE ANY FAILURE BY BORROWER TO

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TIMELY PERFORM ALL OF ITS OBLIGATIONS TO LENDER UNDER THIS NOTE AND THE OTHER LOAN DOCUMENTS.

- 28. DESCRIPTIVE HEADINGS; INTERPRETATION. The descriptive headings herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Note. As used in this Note and the other Loan Documents, the terms "include," "includes," and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or like import. Words (including the defined terms set forth in Appendix A) of one gender shall be held to include the other gender as the context requires. Any references in this Note or in the other Loan Documents to a particular statute or regulation shall be deemed to include all amendments thereto, rules and regulations thereunder and any successor statute, rule, or regulation, or published clarifications or interpretations with respect thereto, in each case as in effect from time to time.
- 29. EFFECTIVE DATE OF OTHER LOAN DOCUMENTS. Unless otherwise stated in the applicable Loan Document, the effective date of any Loan Document executed by a party shall be the later of (a) the Effective Date of this Note, or (b) the date of Borrower's execution thereof as set forth below Borrower's signature thereon (or, in the case of any Guaranty, the date of Guarantor's execution thereof as set forth below Guarantor's signature thereon. In the event that the date of Borrower's or Guarantor's execution of any Loan Document is not set forth below Borrower's or Guarantor's signature thereon, then the effective date of such Loan Document shall be deemed to be the Effective Date of this Note.

WHEREFORE, the Parties, by their respective duly authorized representatives, have executed this Demand Promissory Note and Loan and Security Agreement on the dates set forth below.

BORROWER:	LENDER:
Michael Vernon Garrison, d/b/a Rock Hill Used Cars	NEXTGEAR COPPLAL INC.
By: Mich hot	By:
Michael Vernon Garrison, Owner	Name (Print):
Date: 5-6-15	Date: 5-6-15
GUARANTORS ACKNOWLEDGE AND CONSENT TO THE FORM	EGOING:
Guarantor (Sign): TMH- 4	at a
Michael Vernon Garrison	

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APPENDIX A

- "Administrative Charge" shall mean any expense charged by Lender to Borrower that is reasonable or necessary, in Lender's sole discretion, to
 administer or monitor Borrower's account, to preserve any Collateral, or to collect any Liabilities under this Note.
- (2) "Advance" shall mean any discretionary loan or payment in any amount, for any purpose, made pursuant to this Note by Lender to Borrower or on Borrower's behalf to any third party.
- (3) "Advance Schedule" shall mean any addendum or other document executed pursuant to this Note, in each case as modified from time to time, which indicates the applicable specific terms regarding Borrower's Floorplan Fees, Receivable Fees, Contract Rate of Interest, Period(s), Required Reserve Amount, Reserve Charge, required principal reduction to obtain a Curtailment of the Maturity Date, and number of available Curtailments
- (4) "ACH" shall mean any payment by or on behalf of Borrower to Lender made via a nationwide electronic funds transfer network processing electronic debit and credit entries to or from Borrower's bank accounts.
- (5) "Affiliate" shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first-named Person (which shall, for purposes of clarity, include any parent company and any direct or indirect subsidiary of such first-named Person) and, if such first-named Person, also includes any member of such first-named Person's immediate family. For purposes of this definition, the term "control" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.
- (6) "Base Rate" shall mean the greater of that variable rate of interest or that fixed rate of interest as stated in the Finance Program Rate, Fee, and Term Schedule.
- (7) "Borrower" shall have the meaning set forth in the Preamble.
- (8) "Borrower's Place of Business" shall mean the primary place where the Collateral and Borrower's books and records are kept, and where Borrower's operations are conducted.
- (9) "Business" shall mean Borrower's business, as it relates to the purchase and sale, lease, or rent of Inventory and/or the origination of any Receivables
- (10) "Business Day" shall mean any day other than a Saturday, Sunday, federal holiday or day on which banking institutions in Carmel, Indiana are authorized or obligated by Law or executive order to be closed.
- (11) "Check" shall mean any payment by or on behalf of Borrower to Lender not made in cash, via certified funds, wire transfer, or ACH.
- (12) "Collateral" shall have the meaning set forth in Section 2(a).
- (13) "Collateral Protection Program" shall mean that certain program in which Borrower may participate in lieu of providing third party insurance as required under this Note.
- (14) "Contract Rate" shall mean that rate of interest as stated on the applicable Advance Schedule.
- (15) "Credit Line" shall mean Borrower's floorplan line of credit with Lender pursuant to and under this Note.
- (16) "Curtailment" shall mean that grant by Lender, in its sole discretion, to Borrower of additional time extending the Maturity Date for an additional Period. The number of allowable Curtailments shall be as stated on the applicable Advance Schedule.
- (17) "Discover Portal" shall mean that certain web-based portal located at http://www.nextgearcapital.com (or any similar successor portal, interface or website) owned, operated or maintained by Lender and, subject to the Terms and Conditions, to which Borrower shall have access to from time to time as determined by Lender.
- (18) "Effective Date" shall have the meaning set forth in the Preamble.
- (19) "E-Sign Act" shall have the meaning set forth in Section 14.
- (20) "Event of Default" shall have the meaning set forth in Section 6.
- (21) "Extension" shall mean that grant by Lender, in its sole discretion, to Borrower of additional time extending the Maturity Date beyond the last

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Period as stated on the applicable Advance Schedule.

- (22) "Finance Program" shall mean any finance program offered by Lender and available to Borrower for the financing of Inventory or Receivables pursuant to an Advance under this Note.
- (23) "Finance Program Rate, Fee, and Term Schedule" shall mean that current schedule of applicable universal interest rates, fees and term and condition amendments for each Finance Program, including Universal Program Fees; late fees; fees relating to returned checks or ACH payments due to insufficient funds; the Base Rate; Collateral Protection Program fees; and notice of amendments to the Terms and Conditions, published by Lender via posting such schedule of such universal rates and fees and notice of amendments to the Terms and Conditions on the Discover Portal.
- (24) "Floorplan Advance" shall mean an Advance made pursuant to this Note relating to a Unit of Inventory to be offered for sale, lease or rent, or leased or rented by Borrower in the Ordinary Course of Business.
- (25) "Floorplan Date" shall mean (a) for a Universal Source Purchase, the sale date, regardless of the date the Floorplan Advance is actually requested or funded; and (b) for a Specific Source Purchase, the date the request for the Floorplan Advance is received by Lender, regardless of the date such Floorplan Advance is actually funded.
- (26) "Floorplan Fee" shall mean the fee charged by Lender to Borrower, as set forth on the applicable Advance Schedule, for each Unit of Lender Financed Inventory for each Period, including any Extensions thereof.
- (27) "Guarantor" shall mean any Person executing this Note as a Guarantor or any Person executing any Guaranty pursuant to this Note.
- (28) "Interest" shall mean the aggregate rate of interest which accrues on all Liabilities owed by Borrower to Lender under or arising out of this Note or the other Loan Documents.
- (29) "Inventory" shall mean all Units held by Borrower for wholesale or retail sale, lease, or rent, or leased or rented by Borrower. "Inventory" includes Lender Financed Inventory.
- (30) "JAMS" shall have the meaning set forth in Section 22(c).
- (31) "JAMS Comprehensive Rules" shall have the meaning set forth in Section 22(c).
- (32) "IAMS Standard Rules" shall have the meaning set forth in Section 22(c)
- (33) "Law" or "Laws" shall mean applicable common law and any applicable statute, permit, ordinance, code or other law, rule, regulation or order enacted, adopted, promulgated or applied by any governmental authority, all as in effect from time to time.
- (34) "<u>Lender</u>" shall have the meaning set forth in the Preamble.
- (35) "Lender Financed Inventory" shall mean all Units for which an Advance has been made under this Note.
- (36) "Lender Guide" shall mean those procedures and instructions for the use of Lender's system and the Discover Portal, in each case as modified by Lender from time to time in Lender's sole discretion, which are available in hard copy upon Borrower's written request to Lender or by Borrower logging onto the Discover Portal.
- (37) "Lender Parties" shall have the meaning set forth in Section 11.
- (38) "Liabilities" shall mean any and all Advances, debts, financial obligations, Administrative Charges, Lender Universal Program Fees, Interest, Floorplan Fees, NSF fees, late fees, charges, expenses, attorneys' fees, costs of collection, covenants, and duties owing, arising, due, or payable from Borrower to Lender of any kind or nature, present, or future, under any instrument, guaranty, or other document, whether arising under this Note, any other Loan Document, or otherwise, whether directly or indirectly (incuding those acquired by assignment), absolute or contingent, primary or secondary, due or to become due, now existing, or hereafter arising, and however acquired.
- (39) "Liens" shall mean any claims, liabilities, security interests, liens, mortgages, deeds of trust, piedges, conditions, charges, claims, options, rights of first refusal, easements, proxies, voling trusts or agreements, transfer restrictions under any contract or agreement or encumbrances of any kind or nature whatsoever.
- (40) "Loan Documents" shall have the meaning set forth in Section 8.
- (41) "Maturity Date" shall mean (a) for all Liabilities concerning or relating to a Floorplan Advance or a Receivable Advance, the earlier of the last day of the current Period or the day on which Lender declares a Maturity Event; (b) for all Liabilities not directly related to a Floorplan Advance or a Receivable Advance, ten (10) days after the date such Liability is posted to Borrower's account; and (c) for One Day Loans, the

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- date such One Day Loan is posted to Borrower's account. Notwithstanding the foregoing, upon the declaration of an Event of Default by Lender, the Maturity Date for all Liabilities shall be the earlier of (i) the date on which such Event of Default is declared by Lender, or (ii) the date on which such Event of Default first occurred. In the event the Maturity Date is not a Business Day, the Maturity Date shall be deemed to be the next Business Day.
- (42) "Maturity Event" shall mean any event, act or circumstance arising under this Note or any other Loan Document (including any failure by Borrower to adhere to any term or provision of this Note or any other Loan Document), which causes Lender to declare the event, act or circumstance a "Maturity Event" with respect to any Floorplan Advance or Receivable Advance.
- (43) "MSO" shall mean the manufacturer's certificate of origin or other document evidencing ownership of a Unit issued by the manufacturer of the
- (44) "Note" shall mean this Demand Promissory Note and Loan and Security Agreement and all present and future amendments, modifications, and addendums referenced herein.
- (45) "One Day Loan" shall mean the amount of any Advance that is in excess of the market value of a Unit, as determined by Lender in its sole discretion. The determination of whether to approve an Advance which would result in the posting of a One Day Loan to Borrower's account shall be in Lender's sole discretion. One Day Loans mature on the date on which they post to Borrower's account.
- (46) "Opt-Out Notice" shall have the meaning set forth in Section 22(a).
- (47) "Ordinary Course of Business" stiali mean the ordinary course of the Business of Borrower, consistent with past practices (but only to the extent such past practices were in compliance with Law and in accordance with best industry practices).
- (48) "Parent Company" shall mean, with respect to Borrower or any Guarantor, the Person(s) that, directly or indirectly, have the power to direct or cause the direction of the management and policies of Borrower or Guarantor, as the case may be, whether through the ownership of voting securities, by contract or otherwise.
- (49) "Party" or "Parties" shall have the meaning set forth in the Preamble.
- (50) "Period" shall mean the number of days set forth on the applicable Advance Schedule, which (a) in the case of a Floorplan Advance, shall be calculated beginning on the Floorplan Date; and (b) in the case of a Receivable Advance, shall be calculated beginning on the Receivable Origination Date
- (51) "Person" shall mean any individual, corporation, joint stock company, association, partnership, joint ventures, trust, estate, limited liability company, limited liability partnership, governmental authority or other entity or organization.
- (52) "Receivable" shall mean chattel paper, including a retail installment contract or buy here pay here contract, evidencing a monetary obligation of a buyer for the purchase of a motor vehicle from Borrower and the granting of a security interest in the vehicle to Borrower as security for the repayment of the monetary obligation.
- (53) "Receivable Advance" shall mean an Advance made pursuant to this Note to provide Borrower with working capital secured by a specific Receivable owned and originated by Borrower in the Ordinary Course of Business.
- (54) "Receivable Fee" shall mean the fee charged by Lender to Borrower, set forth on the applicable Advance Schedule, for each individual Receivable Advance for each Period, including any Extensions thereof.
- (55) "Receivable Origination Date" shall mean, with respect to any Receivable for which a Receivable Advance is made pursuant to this Note, the date on which such Receivable was originated by Borrower.
- (56) "Representative" shall mean, with respect to Borrower or Lender, as the case may be, the directors, officers, stockholders, employees, trustees, agents, and representatives, including any investment banker, consultant, attorney, or accountant, of Borrower or Lender, as the case may be.
- (57) "Required Reserve Amount" shall mean the aggregate total amount of funds required to be remitted by Borrower to Lender, as set forth in the applicable Advance Schedule, and held in the Reserve as a condition to the grant of Credit under this Note and the other Loan Documents.
- (58) "Reserve" shall mean the cash deposited with Lender by Borrower on a voluntary basis or as required as an underwriting condition and held by Lender as additional security for Borrower's Liabilities under this Note and the other Loan Documents, and Borrower's other Obligations (as defined in the Reserve Agreement) to the Lender Parties.
- (59) "Reserve Charge" shall mean that charge by Lender to Borrower, as set forth on the applicable Advance Schedule, assessed for the purpose of funding any Reserve.

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- (60) "Setoff Funds" shall have the meaning set forth in Section 5(1).
- (61) "Specific Source Purchase" shall mean all purchases or other requests for an Advance, made by or on behalf of Borrower, that do not constitute a Universal Source Purchase.
- (62) "Terms and Conditions" shall mean all provisions of this Note and the other Loan Documents, with the exception of terms specifically referenced on the applicable Advance Schedule.
- (63) "Title" shall mean the certificate of title or other document evidencing ownership of a Unit issued by a duly authorized state, commonwealth, province, or government agency.
- (64) "UCC" shall mean the Uniform Commercial Code as enacted in the State where the Collateral at issue is located.
- (65) "Unit" shall mean any manufactured item, including motor vehicles, for which there exists a Title, MSO, or other similar evidence of ownership acceptable to Lender.
- (66) "Universal Program Fee" shall mean any published fee, as stated in the Finance Program Rate, Fee, and Term Schedule, charged by Lender to Borrower pursuant to a Finance Program.
- (67) "Universal Source Purchase" shall mean any purchase made by or on behalf of Borrower for which (a) a request for an Advance is made by or on behalf of Borrower; (b) from an auction or third party business that has entered into a universal funding agreement with Lender; and (c) such request for an Advance is received by Lender within seven (7) days of Borrower's purchase of the vehicle that is the subject of such request.

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Account #92421

ADVANCE SCHEDULE

Wholesale

Borrower: Michael Vernon Garrison, d/b/a Rock Hill Used Cars

Market: Plano

Account Number: 92421

Finance Program: Core

This Advance Schedule is being entered into by the undersigned borrower ("Borrower") and NextGear Capital, Inc. ("Lender") pursuant to that certain Demand Promissory Note and Loan and Security Agreement by and between Borrower and Lender (the "Note"). Capitalized terms used herein but not defined herein shall have the respective meanings as set forth in the Note (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

The Period(s) and the required principal reduction for Curtailment for each Advance made pursuant to the Note and this Advance Schedule shall be as follows:

Period	Number of Days in Period	Required Principal Reduction to Extend Maturity Date	Floorplan Fee
1	45	7.50%	\$85.00
2	45	N/A - No Further Curtailments Available	\$85.00

Contract Rate: 4.50%

Additional fees, charges, and other terms applicable to Advances made pursuant to the Note and this Advance Schedule are set forth on the Finance Program Rate, Fee, and Term Schedule, which can be found on the Discover Portal.

WHEREFORE, the Parties, by their respective duly authorized representatives, have executed this Advance Schedule on the dates set forth below.

BORROWER:

Michael Vernon Garrison, d/b/a Rock Hill Used Cars

By: ICC Li

Michael Vernon Garrison, Owner

TRIAL MODE - a valid license will remove this message. See the keywords property of this PDF for more information.

Date: 5-6-15

LENDER:

Bv.

Name (Print):

Date: <

Page 1 of 1

NextGear Advance Schedule (v. 1.0)

POWER OF ATTORNEY (Sole Proprietor)

This Power of Attorney is executed by the undersigned borrower ("<u>Borrower</u>") and delivered to NextGear Capital, Inc. ("<u>Lender</u>") pursuant to that certain Demand Promissory Note and Loan and Security Agreement by and between Borrower and Lender (the "<u>Note</u>"). Capitalized terms used herein but not defined herein shall have the respective meanings as set forth in the Note (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Any capitalized terms used herein, but not otherwise defined herein or in the Note, as the case may be, shall have the meanings ascribed to them in the UCC.

- 1. No Person to whom this Power of Attorney is presented, as authority for Lender to take any action described below, shall be required to inquire into or seek confirmation from Borrower as to the authority of Lender to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Lender unconditionally the authority to take and perform the actions described below. Borrower irrevocably waives any right that it may have, now or at any time in the filture, to commence any claim, Itigation, suit, petition, writ, or proceeding in any court of competent jurisdiction or before any arbitrator or other neutral, against any Person acting in reliance upon or otherwise acknowledging any power or authority granted by Borrower under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or canceled by Borrower without Lender's written consent or as otherwise allowed by Law. This Power of Attorney shall be deemed a "Loan Document" for all intents and purposes as referenced in the Note.
- 2. With or without the occurrence of an Event of Default under the Note, Borrower irrevocably appoints Lender (and all Representatives designated by Lender), with full power of substitution, as Borrower's true and lawful attorney-in-fact with full power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, to take any and all appropriate actions and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Note and each of the other Loan Documents. Without limiting the generality of the foregoing, Borrower hereby grants to Lender the power and right, on behalf of Borrower, without further notice to or assent by Borrower, at any time, to do the following:
 - (a) execute such security agreements, invoices, notes, and related documentation as may be necessary for Borrower to acquire, refinance, or sell
 any Collateral (including any Units secured or to be secured by Advances made thereon);
 - (b) execute all documents necessary for Lender to perfect or secure its interest in the Collateral;
 - (c) make, settle, and adjust claims under policies of insurance, and endorse any check, draft, instrument, or other item of payment for the proceeds of such policies of insurance, and make all determinations and decisions with respect to such policies of insurance;
 - (d) endorse the name of Borrower upon any document, instrument, certificate, evidence of title, state registration documents, trust receipt, checks or other items of payment, or any related or similar documents, in cach case as necessary to pay for or protect the Collateral, including, without limitation, any agreements between Borrower and any global positioning satellite company;
 - (e) endorse the name of Borrower upon any items of payment or proceeds of any Collateral (including any Units constituting Collateral), and to deposit the same to the account of Lender on account of Borrower's Liabilities under the Note and the other Loan Documents;
 - (f) endorse the name of Borrower upon any chattel paper, document, instrument, invoice, freight bill, bill of lading, or similar document or agreement relating to any Collateral;
 - (g) use the information recorded on or contained in any data processing equipment, computer hardware, or software relating to any Collateral to which Borrower has access;
 - (h) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against Borrower or any of the Collateral;
 - (i) communicate with any party to any contract with regard to the assignment of the right, title, and interest of Borrower in and under such contract and/or the Collateral, and other matters relating thereto;
 - (j) contact any third parties and disclose and/or receive any Borrower information, including, without limitation, information or data in Borrower's application for credit with Lender, the Note, or Borrower's Credit Line, in each case for the purpose of, among other things, preserving Lender's security interest in the Collateral and ensuring the satisfaction of Borrower's Liabilities under the Note and the other Lean Documents; and
 - (k) do all other things reasonably necessary to satisfy Borrower's Liabilities under the Note and the other Loan Documents.
- 3. Upon the occurrence of an Event of Default under the Note, Borrower irrevocably appoints Lender (and all Representatives designated by Lender), with full power of substitution, as Borrower's true and lawful attorney-in-fact with full power and authority in the place and slead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, to do the following:
 - (a) demand, collect, accept receipt for, sertle, compromise, adjust, foreclose, or realize upon any of the Collateral, in each case in such manner as Lender may determine:

Page 1 of 2

NextGear Power of Attorney (Sole Proprietor) (v. 1.0)

Account #92421

- (b) file or prosecute any claim, litigation, suit, petition, writ, or proceeding in any court of competent jurisdiction or before any arbitrator or other neutral, or take any other action otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due to Borrower, whenever payable, and to enforce any other right in respect of the Collateral, including, without limitation, confessing to or consenting to judgments, writs of replevin or possession, and/or any equitable relief in favor of Lender or its Affiliates;
- (c) file or prosecute all proofs of claim against any account debtor on behalf of Borrower; and
- (d) notify the United States Postal Service of a change in address for the delivery of Borrower's mail to an address designated by Lender, and to receive Borrower's mail on behalf of Borrower.
- 4. Any provision of this Power of Attorney that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Power of Attorney or affecting the validity or enforceability of any provision of this Power of Attorney in any other jurisdiction. Borrower hereby ratifies, to the extent permitted by Law, all that Lender or its designated Representatives shall lawfully do or cause to be done by virtue hereof. The rights and privileges set forth herein shall be deemed supplemental and in addition to any rights and privileges to which Lender or any other Person may be entitled under the Note or any other Loan Document. A facsimile or photocopied reproduction of any signature on this Power of Attorney shall be deemed an original signature for all intents and purposes.

WHEREFORE, Borrower has executed this Power of Attorney on the date set forth below.

BORROY	VER:
--------	------

Michael Vernon Garrison, d/b/a Rock Hill Used Cars

Before me, a Notary Public in and for said County and State, personally appeared Michael Garrison who acknowledged the execution of the foregoing Power of Attorney, and who, having been duly swern, states that any representations contained therein

Witness my hand and Notarial Seal this Lay of MAY 20 15

Notary Signature

Notary Name (Printed)

My Commission Expires: Till 27, 2016 County of Residence: Hopkins

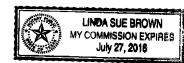


EXHIBIT B

UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (optional)

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CT Lien Solutions									
B. E-MAIL CONTACT AT FILER (optional)									
C. SEND ACKNOWLEDGMENT TO: (Name and **CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA	l Address)	FILING NUMBER: 15-0014536196 FILING DATE: 05/11/2015 09:24 AM DOCUMENT NUMBER: 605936970001 FILED: Texas Secretary of State IMAGE GENERATED ELECTRONICALLY FOR XML FILING THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY							
1. DEBTOR'S NAME - Provide only one Debtor name (1a	or 1b) (use exact full name: do not om	t modify or abbreviate an	v part of the Debtor's name)	· if any part of the Individual					
Debtor's name will not fit in line 1b, leave all of item 1 bla		•	• •						
UCC1Ad) 1a. ORGANIZATION'S NAME									
OR									
1b. INDIVIDUAL'S SURNAME Garrison	FIRST PERSONAL NAME Michael	ADDITION Verno	AL NAME(S)/INITIAL(S)	SUFFIX					
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY					
519 Interstate Highway 30 E	Sulphur Springs	TX	75482	USA					
DEBTOR'S NAME - Provide only one Debtor name (2a Debtor's name will not fit in line 2b, leave all of item 2 bla UCC1Ad) 2a. ORGANIZATION'S NAME Rock Hill Used Cars									
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITION	AL NAME(S)/INITIAL(S)	SUFFIX					
2c. MAILING ADDRESS 519 Interstate Highway 30 E	Sulphur Springs	STATE TX	POSTAL CODE 75482	COUNTRY USA					
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE									
3a. ORGANIZATION'S NAME	UI ASSIGNOR SECORED PART I) - PIC	vide only <u>one</u> Secured Fa	ity name (sa or sb)						
NEXTGEAR CAPITAL, INC	Z.								
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITION	AL NAME(S)/INITIAL(S)	SUFFIX					
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY					
1320 CITY CENTER DR., STE	CARMEL	IN	46032	USA					
100 4. COLLATERAL: This financing statement covers the fol									
All Debtors assets and properties wherever locate all equipment of any kind or nature, all vehicles, vinow owned or hereafter acquired, without limitatio the purchase of which was financed or floorplanned Debtor of whatever kind or nature, and all returns, substitutions, attachments, additions, accessions, and proceeds thereof; all accounts, accounts recegeneral intangibles now owned or hereafter acquire proceeds thereof; all of Debtors documents, books forgoing.	d, including without limitation ehicle parts and inventory n, purchase money inventory, ed by NextGear Capital, Inc. for repossessions, exchanges, accessories, replacements, ivable, chattel paper, and red by Debtor together with the								
5. Check only if applicable and check only one box: Collateral is 6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home 7. ALTERNATIVE DESIGNATION (if applicable): Le 8. OPTIONAL FILER REFERENCE DATA:	Transaction A Debtor is a Transmitti	6b. Check	stered by a Decedent's Perso only if applicable and check o ural Lien Non-UCC Filing ailee/Bailor Licensee/Lic	only one box.					

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lien Solutions
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2929 Allen Parkway, Ste. 100 Houston, TX 77019 USA

FILING NUMBER: 19-00481575
FILING DATE: 12/24/2019 11:00 AM
DOCUMENT NUMBER: 933800130001
FILED: Texas Secretary of State
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	TAL FINANCING STATEMENT FILE NUMBER 0014536196	1b. This FINANCING STATEMENT AME Filer: <u>attach</u> Amendment Addendum (Form U	ENDMENT is to be UCC3Ad) <u>and</u> pro	e filed [for record] (vide Debtor's name	or recorded) in the REAL EST in item 13	rate reco	ORDS.
2. 🗀	TERMINATION: Effectiveness of the Financing Sta	atement identified above is terminated with re	spect to the secur	ity interest(s) of the	e Secured Party authorizing th	nis Termina	tion Statement
3. For part	ASSIGNMENT (full or partial): Provide name of Assitial assignment, complete item 7 and 9 and also indicate	signee in item 7a or 7b <u>and</u> address of Assigr affected collateral in item 8	nee in item 7c <u>and</u>	also name of Assi	gnor in item 9.		
	CONTINUATION: Effectiveness of the Financing State period provided by applicable law	Statement identified above with respect to the	security interest(s) of Secured Part	authorizing this Continuation	ı Statement	t is continued for the
	PARTY INFORMATION CHANGE:						
	cone of these two boxes. This Change affe	ects Debtor <u>or</u> Secured Part	y of record. A	ND Check on	e of these three boxes		
	HANGE name and/or address: Complete i a or 7b <u>and</u> item 7c	item 6a or 6b; <u>and</u> item <u> </u>) name: Com item 7c	plete item 7a	or 7b, DELETE to be dele	name: G eted in ite	Give record name em 6a or 6b.
6. CU	RRENT RECORD INFORMATION: Complete	e for Party Information Change - provide only	y <u>one</u> name (6a or	6b)			
	6a. ORGANIZATION'S NAME						
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAM	ME(S)/INITIAL(S)	Ç	SUFFIX
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7. CH	। ANGED OR ADDED INFORMATION: Com	plete for Assignment or Party Information Ch	ange - provide on	ly one name (7a oi	7b) (use exact, full name; do	not omit, m	nodify, or abbreviate any
	he Debtor's name) 7a. ORGANIZATION'S NAME			· — `			
	7a: ORGANIZATIONS NAME						
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAM	1E(S)/INITIAL(S)	S	SUFFIX
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7c. MAI	ILING ADDRESS	CITY		STATE	POSTAL CODE	С	COUNTRY
	COLLATERAL CHANGE: Also check one of th	ese four boxes: ADD collateral DELE	ETE collateral	RESTATE covere	d collateral ASSIGN coll	ateral	
Indicate	collateral:						
9. NA	ME OF SECURED PARTY OF RECORD	AUTHORIZING THIS AMENDME	NT: Provide only	one name (9a or 9	9b) (name of Assignor, if this i	s an Assign	ment)
3	an Amendment authorized by a DEBTOR, check here				, , , , , , , , , , , , , , , , , , , ,		,
	9a. ORGANIZATION'S NAME NEXTGEAR CAPITAL, IN						
OR	9b. INDIVIDUAL'S SURNAME	C. FIRST PERSONAL NAME		ADDITIONAL NAN	ME(S)/INITIAL(S)	Q	SUFFIX
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10. O	PTIONAL FILER REFERENCE DATA:						************

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EXHIBIT C

INDIVIDUAL GUARANTY

THIS INDIVIDUAL GUARANTY (this "Guaranty") is made and entered into by the undersigned guarantor ("Guarantor") in favor of NextGear Capital, Inc. ("Lender"), pursuant to that certain Demand Promissory Note and Loan and Security Agreement by and between Borrower (as defined below) and Lender (the "Note").

NOW, THEREFORE, in consideration of any loan or other financial accommodation heretofore or hereafter at any time made or granted to Borrower by Lender, and the mutual covenants, agreements, and conditions contained herein, Guarantor agrees as follows:

- DEFINITIONS. Capitalized terms used herein and not defined in this Section 1 or elsewhere in this Guaranty shall have the respective meanings
 as set forth in the Note (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Any capitalized terms
 used herein, but not otherwise defined herein or in the Note, as the case may be, shall have the meanings ascribed to them in the UCC.
 - (a) "Borrower" shall mean the Person listed below, including any Affiliates of such Person, whether now in existence or hereinafter established or acquired:

Michael Vernon Garrison, d/b/a Rock Hill Used Cars 519 Interstate Highway 30 E., Sulphur Springs, TX 754826153 Telephone: (903) 951-8597 Facsimile:

(b) "<u>Liabilities</u>" shall mean any and all Advances, debts, financial obligations, fees, charges, expenses, attorneys' fees, and costs of collection owing, arising, due, or payable from Borrower to Lender or any of its Affiliates, of any kind or nature, present or future, under any instrument, guaranty, or other document, whether arising under the Note or any other Loan Document, whether directly or indirectly, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising, and however acquired.

2. GUARANTY AND OTHER AGREEMENTS.

- (a) Guaranty Obligations. Guarantor hereby voluntarily, unconditionally, and absolutely guarantees (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times hereafter, of all Liabilities; and (ii) the full and prompt performance of all the terms, covenants, conditions, and agreements related to the Liabilities. Guarantor further agrees to pay all expenses, including attorneys' fees and court costs (including, in each case, those relating to bankruptcy and appeals), paid or incurred by Lender or its Affiliates in endeavoring to collect on any Liabilities, and in enforcing this Guaranty or in defending any claims by Borrower or any Guarantor related to any of the Liabilities, plus interest on such amounts at the lesser of (A) thirteen percent (13%) per annum, compounded daily, or (B) the maximum rate permitted by Law. Interest on such amounts paid or incurred by Lender shall be computed from the date of payment made by Lender and shall be payable on demand.
- (b) General Nature of Guaranty. Guarantor acknowledges that this Guaranty is a guaranty of payment and not of collection, and that his or her obligations hereunder shall be absolute, unconditional, and unaffected by: (i) the waiver of the performance or observance by Borrower or any Guarantor of any agreement, covenant, term, or condition to be performed or observed by Borrower or any such Guarantor, as the case may be, (ii) the extension of time for the payment of any sums owing or payable with respect to any of the Liabilities or the time for performance of any other obligation arising out of or relating to any of the Liabilities, (iii) the modification, alteration, or amendment of any obligation arising out of or relating to any of the Liabilities; (iv) any failure, delay, or omission by Lender to enforce, assert, or exercise any right, power, or remedy in connection with any of the Liabilities; (v) the genuineness, validity, or enforceability of any of the Liabilities or any document related thereto; (vi) the existence, value, or condition of, or failure of Lender to perfect its lien against, any security pledged in connection with the Liabilities; (vii) the release of any security pledged in connection with the Liabilities, or the release, modification, waiver, or failure to enforce any other guaranty, pledge, or security agreement; (viii) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the property, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition, or readjustment or other similar application or proceeding affecting Borrower or any assets of Borrower, (ix) the release or discharge of Borrower or any other Guarantor from the performance or observance of any agreements, covenants, terms, or conditions in connection with any of the Liabilities, by operation of Law or otherwise; (x) the default of Borrower in any obligations to Guarantor or any torts committed by Borrower against Guarantor, even if Lender is alleged to be complicit or to have committed a direct tort against Guarantor, or (xi) any change in Borrower's ownership, entity type, legal structure, or state of organization or formation, or in Guarantor's relationship to Borrower or any other Guarantor.
- (c) Continuing and Unlimited Nature of Guaranty. The obligations of Guarantor under this Guaranty shall be continuing and shall cover any and all Liabilities existing as of the effective date of this Guaranty and any and all Liabilities existing at the time of any termination of this Guaranty. This Guaranty shall be unlimited in amount and shall continue in effect until this Guaranty is terminated pursuant to Section 3.
- (d) Waivers by Guarantor. Guarantor hereby expressly waives: (i) notice of the acceptance by Lender of this Guaranty; (ii) notice of the existence, creation, or non-payment of all or any of the Liabilities; (iii) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; (iv) diligence in collection or protection of, or realization upon any of the Liabilities, any obligation under this Guaranty, or any security for or guaranty of any of the foregoing; (v) impairment of any collateral securing the Liabilities; (vi) notice of any change in Borrower's credit terms or limits with Lender, including any temporary or permanent increases in Borrower's Credit Line (and Guarantor prospectively consents to any such change); (vii) any non-contractual duties of Lender to Borrower or any Guarantor, and (viii) the protections of any Laws intended to protect consumers or regulate consumer loans, as the Liabilities are commercial in nature.

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Account #92421

NextGear Individual Guaranty (v. 1.0)

- (e) Authorization. Guarantor authorizes Lender to obtain and share credit information relating to Guarantor from and with credit bureaus, financial institutions, trade creditors, affiliates, and others and to conduct such other credit investigations that Lender in its sole discretion decrms necessary. Guarantor expressly authorizes Lender to obtain his or her consumer credit report from time to time at Lender's discretion, and expressly ratifies any such consumer credit report that may have been obtained by or on behalf of Lender prior to the effective date of this Guarantor. Guarantor also authorizes Lender to contact any third parties to disclose information for the purpose of, among other things, obtaining intercreditor agreements and perfecting Lender's security interest. Further, Guarantor authorizes Lender to periodically obtain additional credit information on Guarantor through any available medium.
- (f) Communication. Guarantor hereby expressly authorizes Lender and its Affiliates to communicate with Guarantor via facsimile transmissions, email messages, telephonic transmissions, both to a residential telephone line and/or cell phone, including text messaging, using an automatic telephone dialing system or an artificial or prerecorded voice message, and/or any other forms of communication, or any purpose, including general business matters, account information, marketing materials, collection, and/or any other communication needs. Guarantor acknowledges and agrees that such express permission shall extend to any and all of the contact information that Guarantor has provided herein, including any physical and email addresses, phone numbers, fax numbers, etc., and to such other addresses, phone numbers, email addresses, online chat, social media platforms, etc. that Guarantor may provide to Lender or that Lender may obtain from any third party at a later date.
- (g) Enforcement. In no event shall Lender have any obligation to proceed against Borrower, any other Guarantor or any other Person, or any security pledged in connection with the Liabilities, before seeking satisfaction from Guarantor. Lender may, at its option, proceed, prior or subsequent to, or simultaneously with, the enforcement of its rights hereunder, to exercise any right or remedy it may have against Borrower, any other Guarantor or other Person, or any security pledged in connection with the Liabilities. This Guaranty is in addition to, and not in substitution for, any other guaranty or other securities which Lender may now or hereafter hold.
- (h) Reinstatement. Guarantor agrees that, if, at any time, all or any part of any payment theretofore applied by Lender to any of the Liabilities is or must be rescinded or returned by Lender for any reason whatsoever (including as a result of any insolvency, bankruptcy, or reorganization of Borrower or any of his or her Affiliates), such Liabilities shall, for purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Lender, and this Guaranty shall continue to be effective or reinstated, as applicable, as to all such Liabilities, all as though such application by Lender had not been made.
- (i) <u>Financial Statements</u>. Upon Lender's request, Guarantor will provide Lender with Guarantor's audited financial statements, as certified by Guarantor's independent certified public accountant, and such other financial statements, information, and other materials as Lender may request from time to time.
- (j) Application of Payments: Subrogation. Any amounts received by Lender from any source on account of the Liabilities may be applied by it toward the payment of such of the Liabilities, and in such order of application, as Lender may from time to time elect. Notwithstanding any payments made by or for the account of Guarantor, Guarantor shall not be subrogated to any rights of Lender.

3. TERMINATION.

- (a) Payment of Liabilities and Termination of Credit Line. This Guaranty shall be terminated upon the occurrence of all of the following: (i) the payment by Borrower or any Guarantor, either jointly or severally, of all Liabilities outstanding; (ii) the payment of all obligations by Guarantor which may be due to Lender under this Guaranty, and (iii) the flting of a Uct termination statement as to Borrower by or on behalf of Lender, or other written verification from Lender that Borrower's Credit Line is terminated.
- (b) Revocation of Guaranty. This Guaranty may be revoked by Guarantor upon written notice to Lender by certified mail, return receipt requested, to the address provided in Section 5(d). This Guaranty shall be deemed terminated upon the occurrence of a revocation in the manner provided in this Section 3(b). However, such revocation and termination shall in to way terminate or otherwise affect: (i) any obligations of Guarantor existing on or prior to the effective date of such revocation or termination; or (ii) any obligations of Guarantor arising after the effective date of such revocation or termination with respect to any Liabilities incurred by Borrower on or before the effective date of such revocation or termination.
- 4. EVENTS OF DEFAULT. The occurrence of any of the following events shall be considered an event of default under this Guaranty (each, an "Event of Default"):
 - (a) Guarantor fails to make full payment of any amount owed hereunder after notice from Lender,
 - (b) Guarantor fails to perform or observe any agreement, covenant, term, or condition contained in this Guaranty (other than any monetary obligation described in clause (a) above), and such failure continues for ten (10) days after notice from Lender;
 - (c) Guarantor makes an assignment for the benefit of creditors or fails to pay his or her debts as the same become due and payable;
 - (d) Guarantor petitions or applies to any tribunal for the appointment of a trustee or receiver of the business, estate, or assets or of any substantial portion of his or her business, estate, or assets, or commences any proceedings relating to Guarantor under any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation Law of any jurisdiction, whether now or hereafter in effect (each, a "Bankruptcy Filing");

Page 2 of 5

Account #92421

NextGear Individual Gearanty (v. 1.0)

- (e) any Bankruptcy Filing is filed or any related proceedings commenced against Guarantor, and Guarantor by any act indicates his or her approval thereof, consent thereto, or acquiescence therein, or any order is entered appointing any trustee or receiver, declaring Guarantor bankrupt or insolvent, or approving or accepting the Bankruptcy Filing in any such proceedings;
- (f) any suit or proceeding is filed or any related proceedings commenced against Guarantor or any of his or her Affiliates, which, if adversely determined, could substantially impair the ability of Guarantor or Borrower to perform any of their respective obligations with respect to this Guaranty or any of the Liabilities, in each case as determined by Lender in its sole and absolute discretion; or
- (g) there is any Event of Default by Guarantor under the Note.

If an Event of Default under this Guaranty shall have occurred, in addition to pursuing any remedies which may be available to Lender with respect to the Liabilities, Lender, at its option, may take whatever action at law or in equity Lender may deem necessary, regardless of whether Lender shall have exercised any of its rights or remedies with respect to any of the Liabilities, and Lender may demand, at its option, that Guarantor pay forthwith the full amount which would be due and payable hereunder as if all Liabilities were then due and payable.

GENERAL.

- (a) <u>Assignment: Successors and Assigns</u>. This Guaranty may be assigned by Lender without notice to Guarantor, but Guarantor may not assign this Guaranty without the prior written consent of Lender. The guaranty and the other agreements contained herein shall bind the legal representatives, heirs, successors, and assigns of Guarantor, and shall inure to the benefit of Lender and its successors and assigns. Each reference to Guarantor herein shall be deemed to include the legal representatives, heirs, and agents of Guarantor, and their respective successors and assigns.
- (b) Amendment: Merger. This Guaranty is intended by the Parties to be an amendment to and restatement of any prior Individual Guaranty or other similar document or instrument between Lender (or any predecessor of Lender, including Dealer Services Corporation and/or Manheim Automotive Financial Services, Inc.) and Guarantor, or otherwise executed by Guarantor for the benefit Lender (or any predecessor of Lender, including Dealer Services Corporation and/or Manheim Automotive Financial Services, Inc.). This Guaranty may be modified or amended only upon the written consent of Lender and Guarantor. The Parties acknowledge that Guarantor may have also acknowledged and cosented to the terms and conditions set forth in the Note, and, in such event, this Guaranty shall be deemed supplemental and in addition to the terms and conditions of the Note to which Guarantor has acknowledged and consented. In the event of any conflict between a term or provision set forth in this Guaranty, and a term or provision set forth in the Note, the term or provision set forth in this Guaranty shall, as between Lender and Guarantor, be deemed controlling.
- (c) Execution. Guarantor may execute this Guaranty only by original signature of Guarantor, unless otherwise authorized by Lender. Lender may, in its sole discretion, permit Guarantor to execute this Guaranty by affixing to this Guaranty an electronic or digital signature. Guarantor acknowledges and agrees that any electronic or digital signature of Guarantor shall for all purposes be deemed effective and constitute the valid signature of Guarantor, and shall be deemed to satisfy all requirements imposed on electronic or digital signatures under the UCC, the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act"), and any other similar Laws relating to the validity or enforceability of electronic or digital signatures, and such electronic or digital signature shall not be denied legal effect, validity, or enforceability solely because it is in electronic or digital form. A facsimile or photocopied reproduction of the signatures on this Guaranty shall be deemed original signatures for all intents and purposes.
- (d) Notices. All notices, demands and requests required or permitted to be given under this Guaranty shall be (i) in writing, (ii) sent by facsimile with receipt confirmed by telephone (but only if a facsimile number is provided below), delivered by personal delivery or sent by commercial delivery service or certified mail, return receipt requested (except with respect to notices pursuant to Section 3(b), which notices may only be given by certified mail, return receipt requested). (iii) deemed to have been given on the date sent by facsimile with receipt confirmed by telephone, the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows (or, in the case of Lender, to any other subsequent address that Lender may provide to Guarantor (through written notice or otherwise) for purposes of directing future notices, demands or requests):

If to Lender: NextGear Capital, Inc., 1320 City Center Drive, Suite 100, Carmel, IN 46032

Telephone: (317) 571-3721 Facsimile: (317) 571-3737

with a copy to:

NextGear Capital, Inc., 1320 City Center Drive, Suite 100, Carmel, IN 46032

Telephone: (317) 571-3721 Facsimile: (317) 571-3737

Attention: Legal Department

If to Guarantor: Michael Vernon Garrison

549 Interstate Highway 30 ESulphur Springs, TX 754826153 Telephone: (903) 951-8597 Mobile: (903) 951-8597

(e) No Waiver. No failure or delay by Lender in exercising any right, power, or privilege or the granting of an exception by Lender with respect

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Account #92421

NextGear Individual Guaranty (v. 1.0)

- to any term or condition of this Guaranty will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege by Lender.
- (f) Severability. Any provision of this Guaranty that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Guaranty or affecting the validity or enforceability of any provision of this Guaranty in any other jurisdiction.
- (g) Governing Law. Except with respect to the interpretation or enforcement of the arbitration and other provisions set forth in Section 5(i) (which shall be governed by the Federal Arbitration Act), the validity, enforceability, and interpretation of this Guaranty shall be governed by the internal Laws of the State of Indiana, without regard to conflicts of Laws provisions thereof.
- (h) <u>Jurisdiction and Venue</u>. As evidenced by Guarantor's signature below, Guarantor submits to the personal jurisdiction and venue of the state and federal courts of Marion County and Hamilton County, Indiana, and agrees that any and all claims or disputes pertaining to this Guaranty, or to any matter arising out of or related to this Guaranty, initiated by Guarantor against Lender, shall be brought in the state or federal courts of Marion County or Hamilton County, Indiana. Further, Guarantor expressly consents to the jurisdiction and venue of the state and federal courts of Marion County and Hamilton County, Indiana, as to any legal or equitable action that may be brought in such court by Lender, and waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens with respect to any such action. Guarantor acknowledges and agrees that Lender reserves the right to initiate and prosecute any action against Guarantor in any court of competent jurisdiction, and Guarantor consents to such forum as Lender may elect.
- (i) Dispute Resolution: Waiver of Class Action Rights
 - (i) In the unlikely event that Lender is unable to resolve a dispute or claim that Guarantor may have, Guarantor agrees to arbitrate any such dispute or claim. This agreement to arbitrate is intended to be broadly interpreted, and includes (i) all disputes, claims and counterclaims arising out of or relating to this Guaranty or any aspect of Guarantor's relationship with Lender, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, (ii) all disputes, claims and counterclaims that may have arisen before this Guaranty or any prior contract or agreement between Guarantor and Lender, and (iii) any disputes, claims and counterclaims that may arise after the termination of this Guaranty. Additionally, Guarantor acknowledges that Lender may (but shall in no event be required to) arbitrate any dispute or claim that it may have against Guarantor, with any such arbitration being governed by the provisions of this Section 5(i). Guarantor, at his or her election, may opt-out of the arbitration provisions set forth in Sections 5(i). 5(i)(iii) and 5(i)(iv) by providing written notice of his or her election to opt-out no later than thirty (30) days after Guarantor's execution of this Guaranty, which notice shall be provided to Lender pursuant to Section 5(i) "Opt-Out Notice"), provided that such Opt-Out Notice shall become effective only upon Guarantor's receipt of written confirmation from Lender that such Opt-Out Notice has been received by Lender within the required time period. Guarantor confirmation agrees that, irrespective of any Opt-Out Notice or any written confirmation thereof, Guarantor shall in all events be subject to the provisions of Section 5(i)(ii).
 - (ii) ANY ARBITRATION PROCEEDING UNDER THIS GUARANTY WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS OF ANY KIND (WHETHER PURSUED THROUGH ARBITRATION OR THROUGH THE COURTS) ARE NOT PERMITTED. GUARANTOR AGREES THAT IT MAY BRING CLAIMS AGAINST LENDER ONLY IN HIS OR HER INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. GUARANTOR AGREES THAT, BY ENTERING INTO THIS GUARANTY, GUARANTOR IS WAIVING HIS OR HER RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER SIMILAR REPRESENTATIVE PROCEEDING. UNLESS CONSENTED TO IN WRITING BY LENDER, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. GUARANTOR ACKNOWLEDES AND AGREES THAT THE SIZE OF BORROWER'S CREDIT LINE, THE INTEREST RATE TO WHICH ADVANCES ARE SUBJECT AND CERTAIN FEES CHARGED TO BORROWER, AS WELL AS THE SIZE AND DATES OF SPECIFIC ADVANCES AND WHAT (IF ANY) GUARANTIES ARE REQUIRED, ARE UNIQUE TO AND NEGOTIATED BY BORROWER (AND, IF APPLICABLE, GUARANTOR), AND THAT SUCH FACTORS WILL AND DO VARY AMONG BORROWERS AND OTHER GUARANTORS.
 - (iii) Any dispute or claim subject to arbitration pursuant to this Section 5(i) shall be sibmitted to binding arbitration administered by the Judicial Arbitration and Mediation Service ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures as then in effect (the "JAMS Comprehensive Rules"); provided, however, that any dispute or claim that is subject to arbitration pursuant to this Section 5(i) and that involves disputes or claims where the aggregate amount reasonably in dispute or controversy is less than \$100,000, shall be submitted to binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures as in effect as of the effective date of this Guaranty (the "JAMS Streamlined Rules"). The disputes and claims subject to arbitration pursuant to this Section 5(i) will be resolved by a single arbitrator selected pursuant to the JAMS Comprehensive Rules or the JAMS Streamlined Rules, as the case may be. The arbitrator shall be bound by and shall strictly enforce the terms of this Guaranty and may not limit, expand or otherwise modify any term or provision of this Guaranty or any other contract or document between Guarantor and Lender. The arbitrator shall not have the power to award to Guarantor any damages that are excluded or that have been waived by Guarantor under this Guaranty, and Guarantor irrovocably waives any claim that it may have thereof. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions. The arbitrator shall render a written decision within six (6) months after being selected. Any arbitration will be held in Indianapolis, Indiana (or its greater metro area). Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in his or

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Account #92421

NextGear Individual Guaranty (v. 1.0)

her discretion, award costs and fees to the prevailing Party. The result of any arbitration shall be final and binding upon the Parties. Judgment upon any arbitration award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.

- (iv) This Guaranty evidences transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 5(f), notwithstanding the provisions of Section 5(g).
- (i) WAIVER OF JURY TRIAL. AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, LENDER AND GUARANTOR KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS GUARANTY, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY, OR ANY COURSE OF CONDUCT, STATEMENT, WHETHER ORAL OR WRITTEN, OR ACTIONS OF LENDER OR GUARANTOR. NEITHER LENDER NOR GUARANTOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT HAVE BEEN DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR GUARANTOR EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH LENDER AND GUARANTOR.
- (k) LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY LENDER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE. LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY, EVEN IF SUCH LENDER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL THE LENDER PARTIES, COLLECTIVELY, BE LIABLE FOR ANY DAMAGES UNDER THIS GUARANTY OR ANY OTHER LOAN DOCUMENT THAT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE SUM OF THE INTEREST AND FLOORPLAN FEES ACTUALLY PAID TO LENDER BY BORROWER UNDER THE NOTE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM AT ISSUE (OR, IN THE CASE OF MULTIPLE EVENTS, THE FIRST SUCH EVENT GIVING RISE TO THE CLAIM AT ISSUE (OR, IN THE CASE OF MULTIPLE EVENTS, THE FIRST SUCH EVENT GIVING RISE TO THE CLAIM AT ISSUE)
- (1) <u>Descriptive Headings: Interretation</u>. The descriptive headings herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Guaranty. As used in this Guaranty, the terms "include," "includes," and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

WHEREFORE, Guarantor has executed this Guaranty on the date set forth below.

GUARANTOR:

Michael Vernor Garrison

Date: 5-6-15

STATE OF: TEXAS

Before me, a Notary Public in and for said County and State, personally appeared William Charles (2007) Who acknowledged the execution of the foregoing Individual Guaranty, and who, having been duly swom, states that any representations contained therein

Notary Signatur

Notary Name (Printed)

My Commission Expires: July an Joi b Count

Brown.

HOPKINS

*

LINDA SUE BROWN
MY COMMISSION EXPIRES
July 27, 2016

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Account #9242 l

NextGeat Individual Guaranty (v. 1.0)

EXHIBIT D



Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

Regions : None Selected Markets : None Selected Delinquency Flag : All Dealer Type : None Selected

Business: 92421 Dealer Finance Program: None Selected

Exclude Default Dealers: No Exclude Account Level Charges: No

Include Comments: No Summary Type: None

Cu	isto	mer	Pro	file

Name: Rock Hill Used Cars

Dealer #: 92421

Address Line 1: 519 Interstate Highway 30 E

Address Line 2:

City, State, ZIP: Sulphur Springs, TX 754826153

Phone: (903) 951-8597

Fax: (n/a) -

Market Info & Account Profile

Market: Plano

Market Phone: (214) 282-5039

Finance Program: Core

Dealer Status: DL

Lot Audit: Incomplete

Unapplied Funds: \$.00

Reserved Funds: \$.00

Total Account Charges for Ro	ock Hill Used Cars (92421)	\$25.00
NSF		\$25.00 2020/04/02
Fee Type	Description	Amount Due Date Incurred

LOC Type	Approved Credit	Temp. Credit	Temp. Expiration	Total Credit	Outstanding Principal	Pending	Credit Available	Term Plan
Wholesale	\$800,000.00	\$.00		\$800,000.00	\$818,653.39	\$0.00	\$.00	D60/30/30 F75/40/40 R4.0 C%10/5
Heavy Trucks	\$100,000.00	\$.00		\$100,000.00	\$329,402.50	\$0.00	\$.00	D60/60/30 F150/0/75 R0.25 C%10/10
Total Lines of C	Credit for Rock Hill Us	ed Cars (92421)						
	\$900,000.00	\$.00		\$900,000.00	\$1,148,055.89	\$.00	\$.00	

Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

loor ate	Days	Last Paid	vs	Vehicle Description	Col or	VIN	Stk #	TS	Due	Disb	Source	Original Amount	Principal Balance	One Day Balance	Fee	Interest	Collateral Protection	Other	To
1/27/19	156	01/27/20	RHD	1995 GDAN 1GR	Whi	1GRAA9 22XSB0 29801	317	FR	04/27/20	S	LAWTON CACHE AUTO AUCTION	\$16,280.00	\$14,652.00	\$.00	\$75.00	\$266.32	\$270.65	\$85.00	\$15,348.
2/02/19	150	01/31/20	RHD	2001 HDAB 53'	B l a	1H9CE5 3311A26 3507	314	FR	04/30/20	S	LAWTON CACHE AUTO AUCTION	\$27,480.00	\$24,732.00	\$.00	\$75.00	\$430.35	\$437.62	\$170.00	\$25,844.
2/11/19	142	02/10/20	RHD	2014 Ford F350	Whi	1FT8W3 DT0EEB 34184	319	ST	05/11/20	S	Lone Star Auto Auction	\$30,450.00	\$27,405.00	\$.00	\$75.00	\$421.07	\$431.63	\$135.00	\$28,467.
2/30/19	123	02/28/20	RHD	2007 VOLV VN	Whi	4V4NC9 GH87N4 69707	325	FR	05/28/20	S	LAWTON CACHE AUTO AUCTION	\$28,990.00	\$26,091.00	\$.00	\$75.00	\$307.27	\$319.61	\$.00	\$26,792.
1/08/20	114	03/09/20	RHD	2004 GMC C750	Whi	1GDM7 C1384F 512353	330	FR	05/08/20	S	Lubbock Auto Auction	\$34,325.00	\$30,892.50	\$.00	\$.00	\$303.09	\$318.36	\$.00	\$31,513.
1/22/20	100		RHD	2007 inte 7000	Bla	1HTWB AAR67J 461931	340	ST	05/22/20	S	LAWTON CACHE AUTO AUCTION	\$35,070.00	\$35,070.00	\$.00	\$150.00	\$673.91	\$613.73	\$238.00	\$36,745.
1/24/20	98		RHD	1992 GMC DUMP	Whi	1GDG6 H1J6NJ 501295	337	ST	05/26/20	S	Route 66 Auto Auction of El Reno, LLC	\$19,100.00	\$19,100.00	\$.00	\$150.00	\$360.04	\$327.57	\$68.00	\$20,005.
1/24/20	98		RHD	2000 INTE DUMP	Whi	1HTSDA AN2YH3 14391	336	ST	05/26/20	S	Route 66 Auto Auction of El Reno, LLC	\$26,100.00	\$26,100.00	\$.00	\$150.00	\$490.83	\$447.62	\$68.00	\$27,256.
1/29/20	93		RHD	2001 ORBI TRAI	Unk	109US4 0212P12 8652	342	FR	05/29/20	S	Lone Star Auto Auction	\$15,125.00	\$15,125.00	\$.00	\$150.00	\$271.41	\$246.16	\$103.00	\$15,895.
2/12/20	79		RHD	2016 Ram 3500	Whi	3C7WR TCL9GG 178005	350	ST	06/12/20	S	LAWTON CACHE AUTO AUCTION	\$26,470.00	\$26,470.00	\$.00	\$150.00	\$397.66	\$365.95	\$68.00	\$27,451.
2/19/20	72		RHD	2005 FORD F750	Whi	3FRXF7 5S95V1 56426	351	ST	06/19/20	S	LAWTON CACHE AUTO AUCTION	\$29,990.00	\$29,990.00	\$.00	\$150.00	\$408.61	\$377.87	\$68.00	\$30,994.
3/06/20	56		RHD	1989 FORD WEST	Whi	1FDXK8 4A3KVA 37099	358	ST	05/05/20	S	Route 66 Auto Auction of El Reno, LLC	\$25,100.00	\$25,100.00	\$.00	\$150.00	\$262.82	\$245.98	\$68.00	\$25,826.
3/18/20	44		CUV	2008 FORD F-55	Unk	1FDAX5 7R18ED 86326	361	FR	05/18/20	S	Lone Star Auto Auction	\$28,675.00	\$28,675.00	\$.00	\$150.00	\$232.06	\$220.80	\$18.00	\$29,295.
otal I	Heav	y Truc	:ks									\$343,155.00	\$329,402.50	\$.00	\$1,500.00	\$4,825.44	\$4,623.55	\$1,089.00	\$341,440.

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Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

Whole	esale	Inven	tory	for Rock H	lill U	Ised Ca	ars (9	242	:1)										
Floor Date	Days	Last Paid	vs	Vehicle Description	Col or	VIN	Stk#	тѕ	Due	Disb	Source	Original Amount	Principal Balance	One Day Balance	Fee	Interest	Collateral Protection	Other	Total
08/15/19	260	02/13/20	RHD	2004 Chev Aval	Blu	3gnec12 t04g171 303	264	ST	03/30/20	S	LAWTON CACHE AUTO AUCTION	\$11,230.00	\$8,221.42	\$.00	\$85.00	\$200.34	\$153.29	\$50.00	\$8,710.05
10/09/19	205	02/24/20	RHD	2013 Lexu ES 3	Whi	jthbk1gg 6d20202 56	274	ST	05/26/20	S	LAWTON CACHE AUTO AUCTION	\$15,280.00	\$12,093.40	\$.00	\$170.00	\$253.40	\$179.16	\$225.00	\$12,920.96
10/16/19	198	03/16/20	RHD	2004 GMC C5C	Whi	1GDJ5C 1114F50 0844	285	FR	05/15/20	S	LAWTON CACHE AUTO AUCTION	\$34,470.00	\$26,598.35	\$.00	\$80.00	\$355.76	\$277.49	\$175.00	\$27,486.60
10/16/19	198	03/16/20	RHD	1999 Dodg Ram	Whi	1B7KF2 368XJ51 2080	284	ST	05/15/20	S	LAWTON CACHE AUTO AUCTION	\$9,702.00	\$7,486.43	\$.00	\$80.00	\$102.01	\$78.10	\$225.00	\$7,971.54
10/16/19	198	03/16/20	RHD	2009 Ford F250	Whi	1FTSX2 0R19EA 01706	286	ST	05/15/20	S	LAWTON CACHE AUTO AUCTION	\$16,280.00	\$12,562.26	\$.00	\$80.00	\$169.41	\$131.05	\$225.00	\$13,167.72
10/16/19	198	03/16/20	RHD	2008 FORD SUPE	Whi	1FDAF5 7R48EB 34427	276	FR	05/15/20	S	LAWTON CACHE AUTO AUCTION	\$28,990.00	\$22,369.77	\$.00	\$80.00	\$299.61	\$233.37	\$175.00	\$23,157.75
10/29/19	184	02/28/20	RHD	2013 Ford F150	Whi	1FTFW1 ET7DFB 02285	296	ST	04/29/20	S	Route 66 Auto Auction of El Reno, LLC	\$17,500.00	\$14,214.38	\$.00	\$80.00	\$264.50	\$192.93	\$175.00	\$14,926.81
10/30/19	184	02/28/20	RHD	2011 Chev Taho	Sil	1GNSC DFJ5BR 260679	302	ST	04/29/20	S	LAWTON CACHE AUTO AUCTION	\$25,940.00	\$21,069.77	\$.00	\$80.00	\$390.85	\$285.99	\$175.00	\$22,001.61
11/06/19	177	03/06/20	RHD	2007 inte semi	Whi	2HSCNS CR97C3 89008	305	ST	05/06/20	S	LAWTON CACHE AUTO AUCTION	\$27,480.00	\$22,320.63	\$.00	\$80.00	\$366.32	\$269.30	\$175.00	\$23,211.25
11/13/19	170	03/12/20	RHD	2007 Dodg Ram	Whi	3D6WH4 6A27G7 12729	309	ST	05/13/20	S	LAWTON CACHE AUTO AUCTION	\$28,990.00	\$23,547.13	\$.00	\$80.00	\$343.33	\$253.66	\$175.00	\$24,399.12
11/20/19	163	02/20/20	RHD	2004 Mits FE6	Whi	JL6AAE 1H44K0 00734	311	ST	05/22/20	S	LAWTON CACHE AUTO AUCTION	\$29,490.00	\$25,213.95	\$.00	\$120.00	\$530.28	\$366.41	\$260.00	\$26,490.64
11/20/19	163	02/20/20	RHD	2004 Ford F350	Whi	1ftsw31p 04ea210 86	312	ST	05/22/20	S	LAWTON CACHE AUTO AUCTION	\$16,780.00	\$14,346.90	\$.00	\$120.00	\$302.15	\$208.49	\$175.00	\$15,152.54
11/27/19	156	02/25/20	RHD	2007 dodg ram	Whi	3D6WG 36A67G 817092	316	ST	04/27/20	S	LAWTON CACHE AUTO AUCTION	\$26,470.00	\$25,146.50	\$.00	\$60.00	\$299.86	\$305.73	\$50.00	\$25,862.09
12/04/19	149	03/03/20	RHD	2007 Dodg Ram	Bla	3d7mx4 8cx7g72 3854	318	ST	05/04/20	S	LAWTON CACHE AUTO AUCTION	\$19,320.00	\$18,354.00	\$.00	\$60.00	\$194.58	\$199.48	\$50.00	\$18,858.06
12/18/19	135	03/17/20	RHD	2014 Ford F350	Whi	1fd8w3gt 5eea255 82	322	ST	05/18/20	S	LAWTON CACHE AUTO AUCTION	\$26,970.00	\$25,621.50	\$.00	\$60.00	\$203.42	\$212.39	\$50.00	\$26,147.31
12/18/19	135	03/17/20	RHD	2014 Ford F350	Whi	1fd8w3gt 7eea255 83	324	ST	05/18/20	S	LAWTON CACHE AUTO AUCTION	\$29,000.00	\$27,550.00	\$.00	\$60.00	\$218.70	\$228.38	\$50.00	\$28,107.08
12/18/19	135	03/17/20	RHD	2015 Ford F350	Whi	1ft8w3dt 0fea269 11	321	ST	05/18/20	S	LAWTON CACHE AUTO AUCTION	\$23,500.00	\$22,325.00	\$.00	\$60.00	\$177.28	\$185.06	\$50.00	\$22,797.34
01/03/20	119		RHD	2005 Chev Silv	Whi	1gcjk332 45f9356 84	327	ST	05/04/20	S	LAWTON CACHE AUTO AUCTION	\$26,470.00	\$26,470.00	\$.00	\$80.00	\$584.21	\$551.24	\$68.00	\$27,753.45

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Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

Whole	esale	Inven	tory	for Rock H	ill U	Jsed C	ars (9	242	1)										
Floor Date	Days	Last Paid	vs	Vehicle Description	Col or	VIN	Stk#	тѕ	Due	Disb	Source	Original Amount	Principal Balance	One Day Balance	Fee	Interest	Collateral Protection	Other	Tota
01/03/20	119		RHD	2002 Dodg Ram	Sil	3b7kc23 c92m23 6518	326	ST	05/04/20	S	LAWTON CACHE AUTO AUCTION	\$15,170.00	\$15,170.00	\$.00	\$80.00	\$335.52	\$315.92	\$68.00	\$15,969.44
01/08/20	114		RHD	2011 Ford F350	Whi	1FT7X3 B64BEB 25540	329	ST	05/07/20	S	Lubbock Auto Auction	\$17,725.00	\$17,725.00	\$.00	\$80.00	\$374.69	\$353.61	\$68.00	\$18,601 . 30
01/08/20	114		RHD	2005 Dodg Ram	Red	3D7KS2 8C05G7 51217	331	ST	05/07/20	S	Lubbock Auto Auction	\$16,725.00	\$16,725.00	\$.00	\$80.00	\$353.64	\$333.66	\$68.00	\$17,560.30
01/08/20	114	03/09/20	RHD	2011 Ram 2500	Gra	3D7TT2 CT2BG5 11932	333	ST	05/08/20	S	LAWTON CACHE AUTO AUCTION	\$22,940.00	\$20,646.00	\$.00	\$80.00	\$318.84	\$212.77	\$50.00	\$21,307.61
01/08/20	114	03/09/20	RHD	2006 Chev Silv	Blu	1GCJK3 3D46F2 52242	332	ST	05/08/20	S	LAWTON CACHE AUTO AUCTION	\$21,940.00	\$19,746.00	\$.00	\$80.00	\$304.98	\$203.49	\$50.00	\$20,384.47
01/22/20	100		RHD	2005 Dodg Ram	Whi	3D7KR2 8C65G7 06682	341	ST	05/22/20	S	LAWTON CACHE AUTO AUCTION	\$14,270.00	\$14,270.00	\$.00	\$155.00	\$427.85	\$249.73	\$68.00	\$15,170.58
01/22/20	100		RHD	2015 Ford F250	Whi		335	ST	05/21/20	S	LAWTON CACHE AUTO AUCTION	\$26,970.00	\$26,970.00	\$.00	\$80.00	\$496.85	\$471.98	\$68.00	\$28,086.83
01/23/20	99		CUV	2015 Ram 3500	Gra	3C63RR HLXFG6 42243	334	FR	05/22/20	S	Lone Star Auto Auction	\$27,125.00	\$27,125.00	\$.00	\$80.00	\$494.48	\$469.94	\$18.00	\$28,187.42
01/29/20	93		RHD	2006 Niss Maxi	Mar	1n4ba41 e46c810 994	348	ST	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$7,180.00	\$7,180.00	\$.00	\$155.00	\$201.14	\$116.85	\$68.00	\$7,720.99
01/29/20	93		CUV	2014 Ram 3500	Bla	3c63rrgl 7eg2357 72	346	FR	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$36,070.00	\$36,070.00	\$.00	\$155.00	\$1,000.87	\$587.04	\$188.00	\$38,000.91
01/29/20	93		RHD	1996 Ford Wind	Whi	2fmda51 48tbb47 033	347	ST	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$8,190.00	\$8,190.00	\$.00	\$155.00	\$229.01	\$133.29	\$68.00	\$8,775.30
01/29/20	93		RHD	2011 GMC Sier	Unk	1GT523 C81BZ2 65964	343	ST	05/29/20	S	Lone Star Auto Auction	\$27,125.00	\$27,125.00	\$.00	\$155.00	\$751.60	\$441.46	\$68.00	\$28,541.06
01/29/20	93		RHD	1996 Ford F250	Blu	1fthf26h 2teb027 56	345	FR	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$10,000.00	\$10,000.00	\$.00	\$155.00	\$278.92	\$162.75	\$18.00	\$10,614.67
01/29/20	93		RHD	2009 Dodg Ram	Unk		344	ST	05/29/20	S	Lone Star Auto Auction	\$20,625.00	\$20,625.00	\$.00	\$155.00	\$572.21	\$335.67	\$68.00	\$21,755.88
01/29/20	93		RHD	2009 Ford F350	Gra	1ftww33r 09ea448 75	349	ST	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$19,820.00	\$19,820.00	\$.00	\$155.00	\$549.99	\$322.57	\$68.00	\$20,915.56
02/26/20	65		RHD	2006 Dodg Ram	Red	3d7mx4 8c06g22 3278	353	FR	05/27/20	S	LAWTON CACHE AUTO AUCTION	\$21,940.00	\$21,940.00	\$.00	\$115.00	\$419.64	\$249.57	\$18.00	\$22,742.21
02/26/20	65		RHD	2002 Ford F250	Red		354	ST	05/27/20	S	LAWTON CACHE AUTO AUCTION	\$23,940.00	\$23,940.00	\$.00	\$115.00	\$457.77	\$272.32	\$68.00	\$24,853.09
02/26/20	65		RHD	2014 Ford Expe	Red	1fmjk1j5 7eef151 45	352	ST	05/27/20	S	LAWTON CACHE AUTO AUCTION	\$23,440.00	\$23,440.00	\$.00	\$115.00	\$448.25	\$266.63	\$68.00	\$24,337.88

Unit Count: 42

Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

Whole	sale Inven	itory for Rock H	ill U	sed Ca	ars (9	242	:1)										
Floor Date	Last Days Paid	Vehicle VS Description	Col or	VIN	Stk #	TS	Due	Disb	Source	Original Amount	Principal Balance	One Day Balance	Fee	Interest	Collateral Protection	Other	Total
03/04/20	58	RHD 2012 Ford F350	Unk	1FD8W3 HT5CEC 10971	355	ST	05/04/20	S	Lone Star Auto Auction	\$24,125.00	\$24,125.00	\$.00	\$75.00	\$409.73	\$244.87	\$68.00	\$24,922.60
03/04/20	58	CUV 2000 Ford Must	Unk	1FAFP4 446YF23 9383	356	FR	05/04/20	S	Lone Star Auto Auction	\$10,265.00	\$10,265.00	\$.00	\$75.00	\$175.22	\$104.19	\$18.00	\$10,637.41
03/04/20	58	RHD 1994 Ford F150	Whi	1FTEX1 5N9RKA 15724	357	ST	05/04/20	S	LAWTON CACHE AUTO AUCTION	\$8,990.00	\$8,990.00	\$.00	\$75.00	\$153.70	\$91.25	\$68.00	\$9,377.95
03/11/20	51	RHD 2015 Ford Comm	Whi	1FDXE4 FSXFDA 07194	360	ST	05/11/20	S	LAWTON CACHE AUTO AUCTION	\$25,440.00	\$25,440.00	\$.00	\$75.00	\$377.77	\$227.05	\$68.00	\$26,187.82
03/11/20	51	RHD 2015 Ram 3500	Red	3c63rrgl 4fg7025 52	359	ST	05/11/20	S	LAWTON CACHE AUTO AUCTION	\$23,940.00	\$23,940.00	\$.00	\$75.00	\$355.58	\$213.66	\$68.00	\$24,652.24
03/18/20	44	CUV 2011 Niss Sent	Unk	3N1AB6 AP3BL6 46445	362	FR	05/18/20	S	Lone Star Auto Auction	\$13,675.00	\$13,675.00	\$.00	\$75.00	\$174.51	\$105.30	\$18.00	\$14,047.81
Total	Wholesale									\$881,492.00	\$818,653.39	\$.00	\$4,110.00	\$14,918.77	\$10,797.09	\$3,994.00	\$852,473.25

Page 5 of 5 Report ID Op012

EXHIBIT E

UNIVERSAL FUNDING AGREEMENT

This Universal Funding Agreement (hereinafter referred to as the "Agreement") is made and entered into on this 27 day of ______, 2010, by and among DEALER SERVICES CORPORATION (hereinafter referred to as "DSC"), and LAWTON CACHE AUTO AUCTION (hereinafter referred to as "Auction").

WHEREAS, Auction conducts the sale of Vehicles through its facility located in Lawton, OK; and

WHEREAS, DSC desires to allow Dealers (as defined below), to use their DSC Credit (as defined below) for purposes of financing their Vehicle (as defined below) purchases from Auction.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and other good and valuable consideration, the undersigned hereby agree as follows:

- Definitions. Unless defined in this section or the context otherwise requires, all terms used herein which
 are defined in the Uniform Commercial Code shall have the meanings therein stated.
 - a. "Advance" shall mean all loans or payments by DSC to Dealer or on Dealer's behalf to any third party.
 - b. "Bill of Sale" shall mean the valid block ticket or other document generated by Auction evidencing the purchase of a Vehicle at a regularly scheduled Auction sales event and disclosing (i) the name, address and phone number for the buying Dealer and the seller; (ii) the signature of the buying Dealer and seller; (iii) the make, model, year, color, mileage and the entire vehicle identification number for the subject Vehicle; (iv) the sale date for the Subject Vehicle; (v) the sale price for the subject Vehicle; and (vi) each Auction charge for which Auction has requested to be funded in the subject Vehicle's Auction Payment.
 - c. "Credit" shall mean that line of credit Dealer has been granted by DSC for purposes of financing its used Vehicle purchases.
 - d. "Dealer" shall mean an individual or entity which holds a used vehicle dealers license and has been granted Credit by DSC.
 - e. "DSC Number" shall mean the DSC assigned account number associated with a particular Dealer.
 - f. "Auction Payment" shall mean the aggregate of the sale price of a Vehicle purchased by Dealer at a scheduled Auction sale and the related buyer's fee and post-sale inspection fee due Auction for any such Vehicle purchased at Auction by Dealer with Credit.
 - g. "Inventory" shall mean all Dealer's Vehicles, Vehicle parts, other inventory and all additions, accessions, accessories, replacements, and proceeds thereof, now owned or hereafter acquired, held for sale or lease in the ordinary course of Dealer's business.
 - "Person" shall mean any individual sole proprietorship, partnership, corporation, limited liability company, joint venture, association or estate.
 - "Vehicle" shall mean any automobile, truck, boat, RV, powersports unit, or salvage Vehicle which
 Dealer purchases with Credit at Auction, and Auction requests DSC to remit the Auction Payment
 to Auction.

2. Terms and Conditions.

- a. DSC shall have the sole right and discretion as to the terms and conditions for Dealer's Credit and the ultimate authority in the decision to grant Credit to any Dealer.
- b. Only DSC pre-approved and pre-registered Dealers and their representatives are authorized to purchase Vehicles with Credit. Auction shall not allow unauthorized Persons to purchase Vehicles with Dealer's Credit.
- c. DSC shall not be required to approve any Advance request or fund an Auction Payment for a Vehicle purchased by a Dealer with Credit for any Vehicle with a sale price equal to or greater than \$50,000 without Auction and Dealer obtaining prior written approval via email or facsimile from DSC to approve and fund such Advance.
- d. DSC may provide notice to Auction that a Dealer is in default of its DSC line of credit. In the event DSC provides such notice of a default to Auction, Auction shall advise DSC whether the identified Dealer has any Inventory located at Auction's facility and whether the Auction is holding checks or drafts made payable to the Dealer for sold Inventory. Auction shall tender such Inventory, checks or drafts to DSC upon DSC's request for turnover and agreement to indemnify and hold harmless Auction for Auction's compliance with DSC's request.

3. Floorplanning and Funding Procedures.

- a. DSC shall have assigned each Dealer a DSC Number prior to Dealer making any purchases at Auction with Credit. Prior to any such purchases with Credit, the Dealer shall have authorized Auction to use Dealer's DSC Number to verify Dealer's available Credit. Auction may verify Dealer's available Credit by accessing Dealer's information online at www.discoverdsc.com and may print a report containing such information. DSC agrees to pay Auction Payment up to and including the available amount of Credit showing on Dealer's account report at the time Auction verified Dealer's available Credit and for a 24 hour period thereafter. In the event Auction permits Dealer to purchase a Vehicle with Credit without Auction verifying Dealer's Credit availability prior to the purchase, DSC reserves the right to refuse funding the Advance.
- b. Within 24 hours upon conclusion of the sale at which a Vehicle is purchased by Dealer with Credit, Auction shall go online to www.discoverdsc.com and enter, for each Subject Vehicle, (i) the Dealer's DSC Number; (ii) the Auction Payment; (iii) the entire identification number (VIN); (iv) the make, model, color and year; (v) Auction's unique identity number for the Vehicle, (i.e., the last 6 numbers of the VIN, lot number or other); and (vi) the odometer reading. DSC may but shall not be required to approve any Advance request by Dealer or fund an Auction Payment request by Auction for any Vehicle purchase made by Dealer where Auction fails to enter (i) the Dealer's DSC Number; (ii) the Auction Payment; (iii) the entire identification number (VIN); (iv) the make, model, color and year; (v) Auction's unique identity number for the Vehicle, (i.e., the last 6 numbers of the VIN, lot number or other); and (vi) the odometer reading within 24 hours of the conclusion of the sale at which the purchase of the subject Vehicle was made. Auction shall enter the certificate of title number and State of issuance for each subject Vehicle at such time that Auction has acquired actual possession of the subject Vehicle's certificate of title.
- c. Auction shall have previously provided DSC with Auction's bank account information including the name of the bank, account number and routing number. Upon satisfaction of all conditions required for funding a specific Vehicle purchased by Dealer with Credit pursuant to paragraph 3(b) above DSC shall ACH the Auction Payment for the subject Vehicle to Auction's designated account and provide Auction with a detailed description of the ACH transaction by making such information available online at www.discoverdsc.com. Within seven (7) days from the date DSC funds Auction Payment to Auction's designated bank account, Auction is responsible for delivering via overnight FedEx, UPS, DHL or next day certified mail the subject Vehicle's certificate of title and related Bill of Sale for the transaction to the Dealer's assigned DSC branch

(or as otherwise directed by DSC pursuant to the notice provisions of this Agreement). In the event the subject Vehicle's certificate of title and related Bill of Sale for the transaction are not received by DSC within seven (7) days from the date DSC funds Auction Payment to Auction, DSC reserves the right to require the immediate return of such Auction Payment by Auction.

- d. The Certificate of Title for any Vehicle shall not be delivered directly to the purchasing Dealer under any circumstance. In the event the certificate of title for any Vehicle purchased by a Dealer with Credit for which the Auction Payment has been remitted to Auction is delivered directly to a purchasing Dealer by Auction, Auction shall return the Auction Payment within twenty-four (24) hours from demand by DSC. In the event the certificate of title for any Vehicle purchased by Dealer with Credit is delivered directly to a purchasing Dealer by Auction, DSC shall not be required to approve the Advance and remit the Auction Payment, regardless of Dealer's Credit availability at the time of the Vehicle Purchase.
- e. In the event a Vehicle that has been funded by DSC to Auction pursuant to this Agreement and has been subsequently voided due to arbitration or otherwise by Auction, Auction shall immediately, but in any event within 24 hours from the time the transaction was voided, notify DSC of the voided transaction. Auction shall within seven (7) days from the date of notification to DSC of the hereunto referenced voided transaction, return to DSC the Auction Payment remitted by DSC to Auction relating to the specific voided transaction.
- f. In the event DSC deems it necessary to withdraw a Dealer's Credit during an Auction sale, DSC must immediately, by telephone, facsimile or e-mail, notify the appropriate Auction personnel of such action. Upon receipt of such notice, Auction shall use its best efforts to notify Dealer of such withdrawal of Credit and prevent Dealer from further purchases with Credit. In any event, after receipt of such notice from DSC, Auction shall not issue gate passes to Dealer for Vehicles purchased with Credit regardless of whether the vehicle was purchased before or after notice to the Auction that the Dealer's Credit has been withdrawn unless approved by DSC prior to issuance of such gate pass.

4. Confidentiality.

- a. DSC acknowledges that it could gain access to confidential information about Auction, the disclosure of which could substantially harm the business of Auction. DSC agrees not to disclose to any third party any confidential information about Auction which it receives from Auction.
- b. Auction acknowledges that it could gain access to confidential information about DSC, the disclosure of which could substantially harm the business of DSC. Auction agrees not to disclose to any third party any confidential information about DSC which it receives from DSC.
- 5. <u>Auction Representations and Warranties</u>. Auction represents and warrants to DSC that with respect to each purchase of a Vehicle by a Dealer with Credit through Auction for which Auction requests the Auction Payment be funded by DSC to Auction that:
 - a. Such Vehicle actually exists;
 - Such Vehicle was the subject of an "across the block" sale at one of Auction's regularly scheduled sales, and such sale was conducted by Auction in the ordinary course of Auction's business;
 - c. Such Vehicle is available immediately for the purchasing Dealer's actual possession;
 - d. The certificate of title for such Vehicle is valid and is under the control of Auction on the day of funding;
 - e. The Bill of Sale for such Vehicle accurately reflects (i) the name, address and phone number for the buying Dealer and the seller; (ii) the signature of the buying Dealer and seller; (iii) the make, model, year, color, mileage and the entire vehicle identification number for the subject Vehicle;

- (iv) the sale date for the Subject Vehicle; (v) the sale price for the subject Vehicle; and (vi) each Auction charge for which Auction has requested to be funded in the subject Auction Payment.
- f. The Dealer is not in the Auction Insurance Agency "KO" book at the time of Dealer's purchase of the Vehicle with Credit;
- g. The Dealer is not materially in default of the terms and conditions of any agreement between Auction and Dealer at the time of Dealer's purchase of the Vehicle with Credit; and
- h. Such vehicle is free of all Auction liens, security interests, and other encumbrances.

6. <u>Termination</u>.

- a. This Agreement may be terminated by either party giving thirty (30) days prior written notice to the other party.
- Upon termination, the parties' obligations arising out of transactions consummated prior to termination shall survive.

7. <u>Miscellaneous Provisions</u>.

- a. The parties to this Agreement may not assign their respective rights, duties or obligations contained herein to any other Person, in whole or in part, without the prior written consent of the other party. The parties shall not unreasonably withhold such written consent.
- b. This Agreement and all its provisions shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns and shall not benefit any person other than those enumerated above.
- c. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- d. This Agreement is intended by the parties to be the final expression of their agreement with respect to the terms included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
- e. This Agreement may not be modified or amended except by mutual letter of agreement signed by all parties.
- f. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any provision of this Agreement in any other jurisdiction.
- g. This Agreement shall be governed by the laws of the State of Indiana.
- h. All parties hereto shall be responsible for their own legal fees.
- i. Unless otherwise provided for in this Agreement, all notices and other official communications given under this Agreement shall be in writing and shall be delivered in person, by certified mail, return receipt requested, postage prepaid, overnight courier or by confirmed facsimile transmission. All notices to a party will be sent to the address set forth below or to such other addresses as such party may designate by notice to the other party hereunder.

To DSC:

Dealer Services Corporation

1320 City Center Dr., Suite 100

Carmel, IN 46032 Attn: CEO/President Phone: (317) 571-3721 Facsimile: (317) 571-3737

To Auction:

LAWTON CACHE AUTO AUCTION

#9 Southwest 112th St.

Lawton, OK 73505

Attn: 150 Drule 1 Phone: (580) 536-4645

Fax: (580) 536-4645

- j. Auction shall not use the name, logo, trade name, trademark or other proprietary indicia of DSC, except as herein provided, without DSC's prior written consent. Likewise, DSC shall not use Auction's name, logo, trade name, trademark or other proprietary indicia without its prior written consent.
- k. Headings have been inserted in the Agreement as a matter of convenience of reference only; such headings are not a part of the Agreement and shall not be used in the interpretation of this Agreement.

The parties are signing this Agreement as of the date first above written.

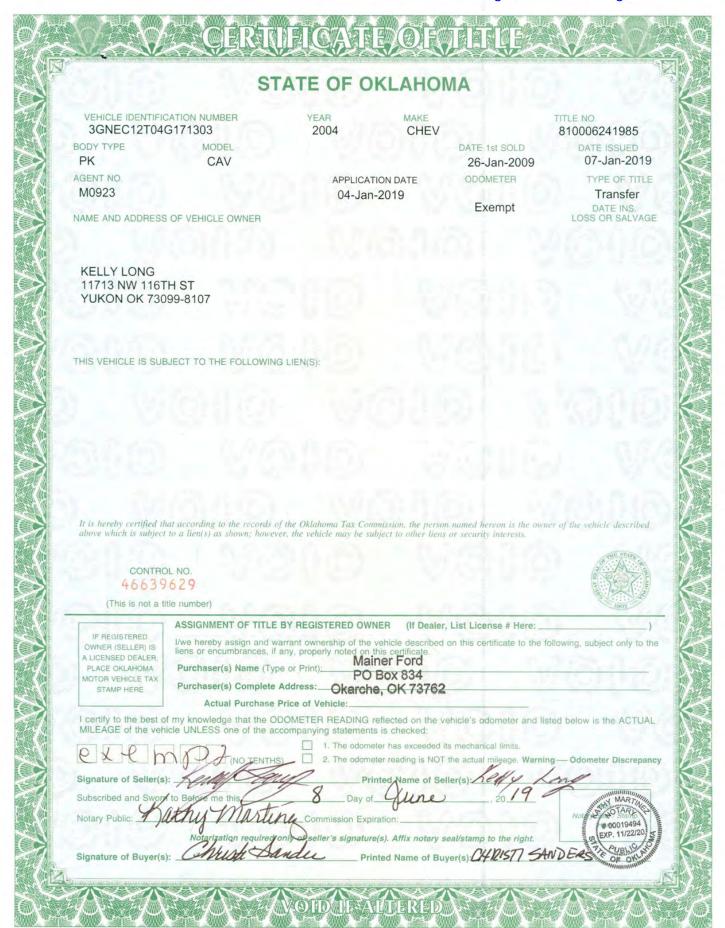
DEALER SERVICES CORPORATION	LAWTON CACHE AUTO AUCTION
3v	By Jane
ts:	Its: / (re Preside +



CREDIT AUTHORIZATION TO DEALER SERVICES CORPORATION FOR ACH DEPOSIT

Facility In	formation							
Name of Facility: LAWTON CACHE AUTO AUCTION								
Address: # 9 Southwest 112th St.								
City: Lawton State: OK	Zip: 73505							
Phone Number: (580) 536-4645	Fax Number: (580) 536-4645							
FEIN #: 37.5	General Manager: Lise Druign							
Website: Lawton Auto Anction . Com	Email: Cleanlisa @ SW.rr, com							
Mailing Address (If D	ifferent from Above)							
Mailing Address: Hayly Same								
City: State:	Zip:							
Phone Number:	Fax Number:							
Bank Info	ormation							
Bank Name: First National Bank								
Bank Address: 3801 Fair Way Blud								
	zip: ~ (4310)							
	Bank Fax Number:							
140 - 696 - 3000								
Contact at Bank: Jeanie								
Account In	formation							
Full Account Name: Account Type:								
Account Number: Druien Inc.	Account Type: Checking							
360								
Routing Number:								
Signa	iture							
0.000.00.00.00.00.00.00.00.00.00.00.00.	THE RESIDENCE OF THE PROPERTY							
Facility desires to have and authorizes Dealer Servientries, and if necessary, debit entries and adjustmen								
listed below. This authorization will remain in effect								
Facility. Facility authorizes DSC to stop any ACH to Fa	cility's account without advance notice.							
1/4 DAL STORM								
I certify as the (Vill fresult) of Facility that I am authorized to contract on the behalf of Facility								
and that all information provided is accurate.								
and the second of the second o								
$\rho \sim 10^{\circ}$								
Signature: Name (Printed):	Lise Drulen Date: 9-27-10							
raine (Fillied).	NOC PILLIED DATE 1- 4 1-10							
The above information is a: Bank Account Change Facility	Address Change							

EXHIBIT F



Ownership Transfer Information

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER: UD 2133



I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate

Purchaser(s) Name (Type or Print): KOCK Hill Used Cars

Purchaser(s) Complete Address: 549 T-30 East Sulphur Springs TX 75482

Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in:

certify to the best of my knowledge that the ODOMETER READ	ING reflected o	n the vehicle's	odometer and	d listed below is	s the ACTUAL	MILEAGE o
the vehicle UNLESS one of the accompanying statements is che	cked:					

the vehicle UNLESS one of the accompanying statements is checked	1:	
	. The odometer has exceeded its mechanical limit	ts.
S X P M D (NO.TENTHS) 0 2	2. The odometer reading is NOT the actual mileag	e. Warning — Odometer Discrepand
Signature of Seller(s): (NO, TENTHS) 22	Printed Name of Seller(s) CHRISTI	SANDERS
Subscribed and Sygn to Before me this	ay of Guly , 2019	WHITHIN MANAGE
Notary Public: Mathy Murting Commission E	Expiration:	Notary Sout & Stamp
Notarization required only of seller signature(s). Affin	x notary seal/stamp to the right.	T 1/22/20
Signature of Buyer(s):	Printed Name of Buyer(s):	OKLAH THE
		wallitum.

REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER:___

PLACE OKLAHOMA
MOTOR VEHICLE TAX
STAMP HERE

Signature of Buyer(s):

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Printed Name of Buyer(s):

Purchaser(s) Name (Type or Print):_____

Purchaser(s) Complete Address:

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in:

The venicle UNLESS one of the accompanying statement (NO TENTHS)	1. The odometer has	s exceeded its mechanical limits.	Warning — Odometer Discrepance
Signature of Seller(s):		me of Seller(s):	
Subscribed and Sworn to Before me this	Day of	, 20	Affix
Notary Public: C Notarization required only of seller's signa	ommission Expiration:ture(s). Affix notary seal/star		Notary Seal / Stamp Here

LIENHOLDER INFORMATION

Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward to any subsequent Oklahoma title issued unless a proper release of lien has been executed.

LIENHOLDER NAME: _		DAT	TE OF LIEN:	

LIENHOLDER ADDRESS / CITY / STATE / ZIP:

STATE OF OKLAHOMA VEHICLE IDENTIFICATION NUMBER YEAR MAKE TITLE NO 1FDAF57R48EB34427 2008 **FORD** 810006408904 **BODY TYPE** MODEL DATE 1st SOLD DATE ISSUED CB F₅D 11-Mar-2019 18-Oct-2007 AGENT NO. APPLICATION DATE TYPE OF TITLE M3219 08-Mar-2019 Transfer Exempt DATE INS. NAME AND ADDRESS OF VEHICLE OWNER LOSS OR SALVAGE MAINER FORD PO BOX 3177 MCALESTER OK 74502-3177 THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEP (S): It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests. CONTROL NO. 46895304 (This is not a title number) ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: 23) IF REGISTERED I/we hereby assign and warrant cwnership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate. OWNER (SELLER) IS A LICENSED DEALER, PLACE OKLAHOMA Purchaser(s) Name (Type or Prnt): MOTOR VEHICLE TAX Purchaser(s) Complete Address:_ STAMP HERE Actual Purchase Price o Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits The odometer reading is NOT the actual mileage. Warning Signature of Seller(s) Day of EXP. 07/24/22 Notary Public Commission Expiration: ired only of seller's signature(s). Affix notary seal/stamp to the right. Signature of Buyer(s):

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	REASSIGNMENT OF	TITLE BY LICENSE	D DEALER N	UMBER: VO	73116	
OKLAHOMA MOTOR VEHICLE	or encumbrances, if ar	d warrant ownership of ny, properly noted on the Type or Print):	nis certificate.	horals	2000	
2288 ⁷ 87	Purchaser(s) Comple	ete Address: 519 se Price of Vehicle, E	I-30	Sulphor	Springs	th 2249
Signature of Seller(s). Subscribed and Sworn to Notary Public:	required only of seller's	tements is checked: 1. The 2. The Day of Macammission Expired.	e odometer has e e odometer readi Printed Nam ration:	exceeded its mechaning is NOT the actual e of Seller(s):	cal limits.	Odometer Discrepancy CHOGO
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	or encumbrances, if an Purchaser(s) Name (Purchaser(s) Comple	d warrant ownership of ny, properly noted on the Type or Print):ete Address:se Price of Vehicle, E	is certificate.			ubject only to the liens
	y knowledge that the ODO e of the accompanying sta	tements is checked:	e odometer has e	exceeded its mechani	cal limits.	CTUAL MILEAGE of Odometer Discrepancy
Signature of Seller(s):		161	Printed Nam	e of Seller(s):		
Subscribed and Sworn to	o Before me this	Day of		, 20		Affix
Notary Public:		Commission Expir	ation:		- 0.77	Notary Seal / Stamp Here
Notarization r Signature of Buyer(s):	required only of seller's	signature(s). Affix no		o to the right.	L	
		LIENHOLDE	R INFORMAT	TON		
	mbrance against this vehic homa title issued unless a				e face of this certific	ate will carry forward
LIENHOLDER NAME:		A STATE OF THE STA			DATE OF LIEN:	
	CO / CITY / CTATE / 7ID.					



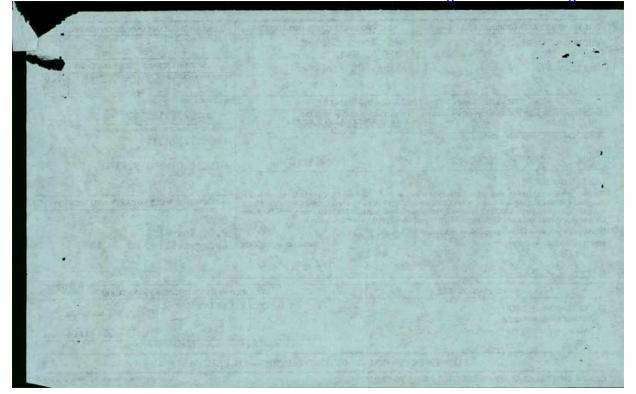
Case 4:20-cv-00959-BJ Document 101-4 Filed 08/30/21 Page 75 of 176 PageID 3830 Federal law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may

essession of this vehicle. Failur	e to do so subjects the owner or possessor Assignment below positively must be signed	or to a fine and a penalty.	FARMEN SHARE	s after acquiring ownership
	I/we hereby assign and warrant title of the or encumbrances, if any, and none other.	vehicle described on the reven	se side of this certifica	ate subject to the following lie
ASSIGNMENT OF TITLE BY	BIG DAWG W	OTURS		
REGISTERED OWNER	22 MAIN ST	HOT SPI	ings 1	P. ZIP
USE ONLY IF DEALER ASSIGNMENT	LIEN HÖLDER		WATE OF LIEN	
PLACE OKLAHOMA	LIEN HOLDER ADDRESS	CITY		ST. ZIP
MOTOR VEHICLE TAX STAMP IN THIS SPACE	certify to the best of my knowledge that the following statements is checked:	3. The amount of mileage mechanical limits.		ACTUAL SELLING PRICE
	ODOMETER READING	WARNING-ODOMETI	R DISCREPANCY.	\$
SIGNATURE(S) of Buyer(s)	1201	of Seller(s)	1 por	Forms 40
PRINTED NAME: of Buyer(s)	Subscribed and sworn to before me this	of Seller(s)	of	JOHNS 47
	NOTARY PUBLIC	and the second s	Commission Expires	s in the same of
RE-ASSIGNMENT	I/we hereby assign and warrant title of the	vehicle described on the reven	se side of this certific	ate subject to the following lie
BY OKLAHOMA DEALER	or encumbrances, if any, and none other. PURCHASERS NAME (TYPE OR PRINT)	FUCARE		
NO.	PUBCHASERS ADDRESS 20 5	Churc S OCH	Loin	neuv 3º
	DEN HOLDER	pho spr	DATE OF LIEN	7/12/02
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP IN THIS SPACE	LIEN HOLDER ADDRESS	div		8T. 2/P
IN THIS SPACE	I pertify to the best of my knowledge that	the ODOMETER READING is	the ACTUAL MILEAG	3E of the vehicle unless one
	the following statements is checked:	1. The amount of mileage mechanical limits.	stated is in excess of	ACTUAL SELLING PRICE
	ODOMETER READING	HS 2. The odometer reading WARNING-ODOMETE		\$
SIGNATURE(S) of Buyer(s)		of Seller(s)	Kyle	way
PRINTED NAME: of Buyer(s)		of Seller(s)	Kyle	WAS
	Subscribed and sworn to before ma this	day		0
	NOTARY PUBLIC	M)	Commission Expires	
RE-ASSIGNMENT BY OKLAHOMA DEALER	I/we hereby assign and warrant title of the or encumbrances, if any, and none other. PURCHASERS NAME (TYPE OR PRINT)	vehicle described on the reven	se side of this certific	ate subject to the following lie
NO	PURCHASERS ADDRESS	CITY		ST. ZIP.
	DENHOLDER		DATE OF LIEN	
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP	LIEN HOLDER ADDRESS	grv		ST. ZIP
IN THIS SPACE	I certify to the best of my knowledge that the following statements is checked:	THE RESERVE AND DESCRIPTIONS		
	ODOMETER READING	1. The amount of mileage mechanical limits. 2. The odometer reading WARNING-ODOMETI	is NOT the actual mileage.	ACTUAL SELLING PRICE
SIGNATURE(S) of Buyer(s)	Section of the sectio	of Seller(s)		
PRINTED NAME: of Buyer(s)		of Seller(s)		
	Subscribed and swom to before me this	day	CONTRACTOR AND ADDRESS OF THE	
Section with the second	NOTARY PUBLIC	My	Commission Expire	A THOUSAND AND

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DEBTOR NAMES AND ADDRESSES (Last Name First)	SECURED PARTY NAME AND ADDRESS	OKLAHOMA TAX COMMISSION USE ONLY
Johnson, Jean A. 504 E. 19th Owasso, OK 74055	Rush Truck Center 6015 S. 49th W. Ave. Tulsa, OK 741072	MOTOR LICENSE AGENT USE ONLY
Jwasso, Ok 74000	Tulsa, OK 741072	DATE L.E.F. RECEIVED TIME RECEIVED A.M. 9:25
THIS LIEN FORM COVERS TI	HE FOLLOWING VEHICLE:	RECEIPT NUMBER
O3/31/04 ORIGINAL OKLAHOMA TITLE NO. MSO	VEHICLE IDENTIFICATION NO. (V.I.N.) 1GDJ5C1114F500844	040927251A5188 MOTOR LICENSE AGENT (Identification/Signature)
MODEL YEAR MAKE AND MODEL	BODY TYPE	040927251A5188
2004 GMC TC5C042	Regular Cab	BILLIE GIVENS 7251PJ
EAR CUSTOMER: 'e have released the lien on your vehicle described about	ive, as of the "Release Effective Date" shown by my	
The have released the lien on your vehicle described aborg anture, and have advised the Oklahoma Tax Commission that our lien omitted, please take this Release and your prescense Agent will issue a new Certificate of Title to you ease call if you should have any questions concerning the PRESENTING THE SECURED PARTY	on of this Release. To obtain a new Certificate of Titlé, sent Title to you local Motor License Agent. The Motor 1, for which there will be a small fee. this Release. RELEASE EFFECTIVE DATE	ASSIGNEE OF SECURED PARTY AND ADDRESS GMAC P.O. Box 8102 Cockeysville, MD 21030
/e have released the lien on your vehicle described abognature, and have advised the Oklahoma Tax Commissis the our lien omitted, please take this Release and your presidense Agent will issue a new Certificate of Title to you lease call if you should have any questions concerning the Secured Party ENCLOSURES	on of this Release. To obtain a new Certificate of Titlé, sent Title to you local Motor License Agent. The Motor a, for which there will be a small fee. **Release.** **RELEASE EFFECTIVE DATE** 20/09 SECUR	ASSIGNEE OF SECURED PARTY AND ADDRESS GMAC P.O. Box 8102 Cockeysville, MD 21030 ED PARTY/ASSIGNEE SIGNATURES
/e have released the lien on your vehicle described aborgnature, and have advised the Oklahoma Tax Commissis that our lien omitted, please take this Release and your presidense Agent will issue a new Certificate of Title to you lease call if you should have any questions concerning the EPRESENTING THE SECURED PARTY	on of this Release. To obtain a new Certificate of Title, seent Title to you local Motor License Agent. The Motor 1, for which there will be a small fee. this Release. RELEASE EFFECTIVE DATE RELEASE EFFECTIVE DATE RECUR RUSH Truck Do 1 By:	ASSIGNEE OF SECURED PARTY AND ADDRESS GMAC P.O. Box 8102 Cockeysville, MD 21030

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Case 4:20-cv-00959-BJ Document 101-4 Filed 08/30/21 Page 78 of 176 PageID 3833 (AS CERTIFICATE OF TITLE & VEHICLE TITLES AND REGISTRATION DIVISIO 91914519 YEAR MODEL MAKE OF VEHICLE BODY STYLE 1FTSX20R19EA01706 2009 FORD PK *TITLE/DOCUMENT NUMBER DATE TITLE ISSUED 16300140021141318 08/13/2009 LICENSE NUMBER MODEL WEIGHT 3/4 6800 0564AD ODOMETER READIN CHAPARRAL FORD INC DEVINE TX 322 OWNER REMARK(5) W M LEASING OF TEXAS, L.P. 10701 TODD RD HOUSTON, TX 77002 MILEAGE SIGNATURE OF OWNER OR AGENT MUST BE IN INK UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE. DATE OF LIEN 1ST LIENHOLDER 1ST LIEN RELEASED NONE AUTHORIZED AGENT DATE OF LIEN 2ND LIENHOLDER 2ND LIEN RELEASED AUTHORIZED AGENT SRD LIENHOLDER JRD LIEN RELEASED IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER AUTHORIZED AGENT OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS RIGHTS OF SURVIVORSHIP AGREEMENT WE THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE SIGNATURE DATE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE SIGNATURE DATE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S) SIGNATURE DATE DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

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MIUS	FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECT FEDERAL AND STATE LAW REQUIRES THAT YOU STATE TH	
	OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE ST	
	The undersigned hereby certifies that the vehicle described in this title is free and clec. of all liens, ex-	xcept as noted herein, and has been transferred to the following printed name and address:
ASSIGNMENT OF TITLE	Name of Purchaser I certify to the best of my knowledge that the odometer reading is the actual m 330,337 □ 1. The mileage state	State Zip z
	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, ex-	scent as noted herein, and has been transferred to the following printed name and address:
FIRST REASSIGNMENT DEALER ONLY		d is in excess of its mechanical limits. ding is not the actual mileage. WARNING - ODOMETER DISCREPANCY Pealer P1217 %
ENT	The undersigned heatry certifies that the vehicle diagraphed in this title is free and clear of all filens, at HOCK HOCK USE A LAW .	
SECOND REASSIGNMENT DEALER ONLY		d is in excess of its mechanical limits. ding is not the actual mileage. WARNING - ODOMETER DISCREPANCY LIST Parts In C. Pest 148883
	The undersigned hereby certifles that the vehicle described in this title is free and clear of all liens, ex	xcept as noted herein, and has been transferred to the following printed name and address:
THIRD REASSIGNMENT DEALER ONLY		City State Zip illeage of the vehicle unless one of the following statements is checked d is in excess of its mechanical limits. ding is not the actual mileage. WARNING - ODOMETER DISCREPANCY Dealer No.
EAL	Dealer's N	Name
THIRD	Agent's Signature I am aware of the above odometer certification made by the seller/agent.	Printed Name (same as signature)
	Signature of Buyer/Agent	Printed Name (same as signature)
LIEN	LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:	

	CERT				
	ST	ATE OF OK	LAHON	1A	
VEHICLE IDENTIFIC 1GNSCDFJ5B BODY TYPE UT AGENT NO. M8832 NAME AND ADDRESS		YEAR 2011 APPLICATION 08-Jun-20		DATE 1st SOLD 27-Sep-2011 ODOMETER 118245 Actual	810C06768663 DATE ISSUED 11-Jun-2019 TYPE OF TITLE Transfer DATE INS. LCSS OR SALVAGE
MAINER FORD PO BOX 834 OKARCHE OK 7	27.75.75.4				
THIS VEHICLE IS SUE	BJECT TO THE FOLLOWING	G LIEN(S):			
above which is subject	nat according to the records of to a lien(s) as shown; however	of the Oklahoma Tax Commis er, the vehicle may be subjec	ssion, the person ct to other liens o	named hereon is the own or security interests.	ner of the vehicle described
control 47272	to a lien(s) as shown; however. DL NO. 167	of the Oklahoma Tax Commis er, the vehicle may be subjec	ssion, the person ct to other liens o	named hereon is the own or security interests.	THE STATE OF
above which is subject	DL NO. 167 itle number) ASSIGNMENT OF TITLE I/we hereby assign and w. liens or encumbrances, if Purchaser(s) Name (Typ Purchaser(s) Complete	BY REGISTERED OWNER arrant ownership of the vehany, properly noted on this pe or Print): KOCK His Address: 549 T-3	R (If Dealer, nicle described of certificate.	List License # Here: I	JD 2133
CONTRC 47272 (This is not a ti OKLAHOMA MOTOR VEHICLE 53.50 TYAX STAMP C 2601424 I certify to the best of	DL NO. 167 ASSIGNMENT OF TITLE I/we hereby assign and w. liens or encumbrances, if Purchaser(s) Name (Typ	BY REGISTERED OWNER arrant ownership of the veh any, properly noted on this be or Print): Kock Hi Address: 549 T-3 Price of Vehicle: DOMETER READING refle companying statements is 1. The odometer	R (If Dealer, nicle described of certificate. In the certificate of th	List License # Here: I on this certificate to the the Cars Sulphur hicle's odometer and list mechanical limits.	ID 2133 following, subject only to the
CONTRC 47272 (This is not a to the state of	DL NO. 167 itle number) ASSIGNMENT OF TITLE I/we hereby assign and weliens or encumbrances, if Purchaser(s) Name (Typ Purchaser(s) Complete Actual Purchase I of my knowledge that the Office UNLESS one of the actual Purchase I of my knowledge that the Office UNLESS one of the actual Purchase I of my knowledge that the Office UNLESS one of the actual Purchase I office	BY REGISTERED OWNER arrant ownership of the veh any, properly noted on this pe or Print): KOCK Hi Address: 549 T-3 Price of Vehicle: DOMETER READING refle companying statements is 1. The odometer 2. The odometer	R (If Dealer, nicle described of certificate. 30 East ected on the very checked: has exceeded its reading is NOT to	List License # Here: I on this certificate to the the Cars Sulphur hicle's odometer and list mechanical limits.	Spr ngs TX 75 sted below is the ACTUAL

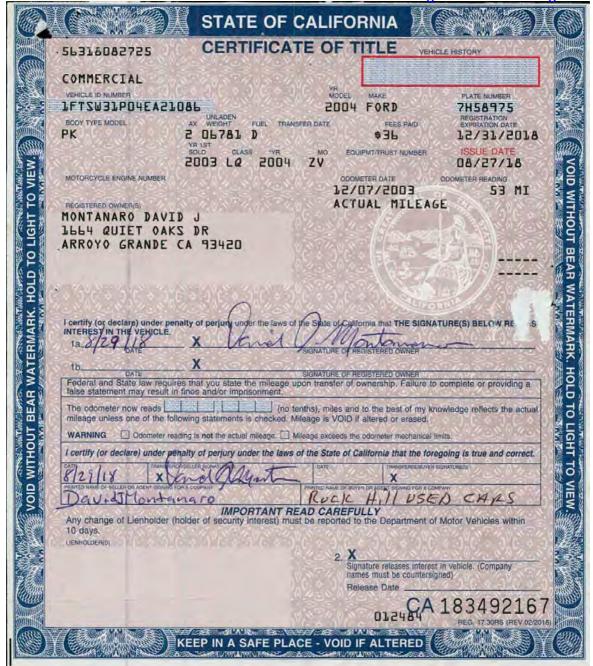
Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

		Value of the second second second		
75	REASSIGNMENT OF TI	TLE BY LICENSED DEALER	NUMBER:	
PLACE OKLAHOMA	I/we hereby assign and or encumbrances, if any	warrant ownership of the vehicle de	escribed on this certificate to the	e following, subject only to the li-
MOTOR VEHICLE TAX	Purchaser(s) Name (T)	ype or Print):		D
STAMP HERE	Purchaser(s) Complete	e Address:		
		e Price of Vehicle, Excluding Cre		
certify to the best of m	y knowledge that the ODOM e of the accompanying state	METER READING reflected on the vernents is checked:	vehicle's odometer and listed be	alow is the ACTUAL MILEAGE of
	(NO TENTHS	2 The odometer res	s exceeded its mechanical limits ading is NOT the actual mileage.	. Warning — Odometer Discrep
ignature of Seller(s):		Printed Na	ame of Seller(s):	
ubscribed and Sworn t	to Before me this	Day of	, 20	
otary Public:		Commission Expiration:		Affix Notary Seal / Stamp
				Here
		ignature(s). Affix notary seal/sta		
ignature of Buyer(s):		Printed N	ame of Buyer(s):	
PLACE OKLAHOMA MOTOR VIEHICLE TAX		ype or Print):		
STAMP HERE	No. 85	e Address:		
		Price of Vehicle, Excluding Cre		
he vehicle UNLESS one	e of the accompanying states (NO TENTHS	1. The odometer ha 2. The odometer real	s exceeded its mechanical limits ading is NOT the actual mileage.	Warning — Odometer Discrep
ignature of Seller(s):		Printed Na	ime of Seller(s):	
ubscribed and Sworn t	to Before me this	Day of	, 20	Affix
otary Public:		Commission Expiration:		Notary Seal / Stamp
Notarization I	required only of seller's si	ignature(s). Affix notary seal/star	mp to the right.	Here
ignature of Buyer(s):		Printed N	ame of Buyer(s):	
		LIENHOLDER INFORMA	ATION	
any active lien or encur o any subsequent Okla	nbrance against this vehicle homa title issued unless a p	is to be described below. Any act proper release of lien has been ex	tive lien reflected on the face of ecuted.	f this certificate will carry forwa
JENHOLDER NAME:			DATE O	F LIEN:
IENHOLDED ADDDES	SS / CITY / STATE / ZIB:			



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		APPLI	CATION FO	OR TRAN	ISFER E	Y NEW	OWNER	3	(Pleas	se pri	nt or t	ype.)		4	- 4
char	nge of register	ed owner o	r lienholder	must be	recorde	d with t	he Depai	tment o	f Motor	Vehic DMV to	les (DM	V) with	nin ten ((19) da	ys. The
	a. TRUE FULL NAM					-			-		_	_	Mileran	0.16	Mar.
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R										100					
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R Sa	E DATE	X	or nen nediotei	ico omich			Druse	1			1 1	9	NO OFFICE DE		
96	b. DATE	SIGNATURE (OF NEW REGISTER	RED OWNER		-	DRIVE	R LICENS	SE OR ID	CARD	NO.	PUI	CHASE PRI	DE OR IF	GIFT/SO STATI
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	NAME OF LIENHOL	DER - FIRM OR II	NDIVIDUAL HOLDI	NG SECURITY	INTEREST (FNO LIEN,	WRITE NON	DO NOT E	ENTER NAM	E OF REC	SISTERED	OWNER(S	ABOVE EL	ECTRONI	CLIENHOLDE
E					1							1 4	ELT	#	
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L	a. CITY								-		STAT	En s	ZIP CODE	1	The same
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	I declare unde application is	penalty of	perjury unde										9	H/S N	UMBER
DATE			E OF AUTHORIZE	AGENT		PRINTE	D NAME C	F AGENT		DEAL	ER NAM	E		DEALER	NUMBER
	3	X								1		2			
DATE		X	IGNATURE, ACKN	OWLEDGES	DOMETER	READING	PHINI	ED NAME O	E BUYER (H AGENT			ALESPE	RSONS	NUMBER
	D THROUGH	DATE	OF AUCTION		AUCTIO	ON NAME		_		100	-43		1	DEALER	NUMBER
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	one of the followin	g statements is	checked: WA	RNING -	Mileage 🗍	is not the	actual milea	ge.	exceeds	the odon	eter med	hanical li		R/S N	UMBER
DATE	I certify (or deci-	are) under pe	naity of perjui	y under th	e laws of	the State	of Californ	nia that th	e forego	ing is tr	ue and o	correct.		DEALES	NUMBER
LAIE		X	L OF AUTHORIZE	J AGENT		PHINTE	MAME C	AGENT		DEAL	ER NAM	1	- 1	LALER	HUMBER
DATE		BUYER'S S	IGNATURE, ACKN	OWLEDGES O	DOMETER F	READING	PRINT	ED NAME O	F BUYER	OR AGENT		3	ALESPE	RSON'S	NUMBER
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	I certify (or decl	are) under pe	nalty of perjui	y under th		the State	of Californ	nia that th	e forego	ing is to	ue and o	correct.		11	
DATE	E	SIGNATUR	E OF AUTHORIZE	AGENT		PRINTE	D NAME C	FAGENT	-	DEAL	ER NAM	E	1	DEALER	NUMBER
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

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	REASSIGNMENT OF TITLE BY LI	CENSED DEALER NUMBER:	
PLACE OKLAHOMA	I/we hereby assign and warrant own or encumbrances, if any, properly no	ership of the vehicle described on this certificate to the oted on this certificate.	following, subject only to the lien
MOTOR VEHICLE TAX	Purchaser(s) Name (Type or Print)		
STAMP HERE	Purchaser(s) Complete Address:		
		ehicle, Excluding Credit for Any Trade-in:	
certify to the best of my he vehicle UNLESS one	/ knowledge that the ODOMETER REAL	DING reflected on the vehicle's odometer and listed beloeked:	w is the ACTUAL MILEAGE of
		1. The odometer has exceeded its mechanical limits.	
		2. The odometer reading is NOT the actual mileage. V	
		Printed Name of Seller(s):	
ubscribed and Sworn to	Before me this	Day of	Affix
otary Public:	Commiss	ion Expiration:	Notary Seal / Stamp
Notarization r	equired only of seller's signature(s).	Affix notary seal/stamp to the right.	Here
ignature of Buyer(s):		Printed Name of Buyer(s):	
		CENSED DEALER NUMBER:	
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PLACE OKLAHOMA	I/we hereby assign and warrant own or encumbrances, if any, properly no	ership of the vehicle described on this certificate to the sted on this certificate.	following, subject only to the lier
	I/we hereby assign and warrant own or encumbrances, if any, properly no Purchaser(s) Name (Type or Print)	ership of the vehicle described on this certificate to the sted on this certificate.	following, subject only to the lier
PLACE OKLAHOMA MOTOR VEHICLE TAX	I/we hereby assign and warrant own or encumbrances, if any, properly no Purchaser(s) Name (Type or Print). Purchaser(s) Complete Address:	ership of the vehicle described on this certificate to the stated on this certificate.	following, subject only to the lier
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	OWNERSHIP. FAILURE TO C	OMPLETE OR PRO	OVIDING A FALSE STATE	MENT MAY RESULT IN F	INES AND/OR IMP	RANSFER OF RISONMENT
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		iture of Buyer/Agent			e (same as signature)	
-	The undersigned hereby certifies that the	vehicle described in this titl	le is free and clear of all liens, except a	as noted herein, and has been transfer	red to the following printed	name and address
FIRST REASSIGNMENT DEALER ONLY	Name of Purchaser I certify to the best of my knowled ODOMETER READING		□ 1. The mileage stated is	City to of the vehicle unless one of the excess of its mechanical line is not the actual mileage. WAF	nits.	
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1ST DE	Ag I am aware of the above odomete	gent's Signature	by the collectenest	Printed Name	(same as signature)	-
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VEHICLE IDENTIFIC 3D7MX48CX BODY TYPE PK AGENT NO. 4918		YEAR 2007	MAKE DODG	DATE 1st SOLD 12/28/2006 ODOMETER 162384	TITLE NO. 251207026002E DATE ISSUED 12/07/2011 TYPE OF TITLE TRANSFER
NAME AND ADDRESS	OF VEHICLE OWNER				DATE INS. LOSS OR SALVAGE
իիվեպիսիկի		րկկիլիդիկի			
INDUSTRI 330 S MI PRYOR		CE INC 74361-5218			
THIS VEHICLE IS SUB	SECT TO THE FOLLOWING	i LIEN(S):			
					wner of the vehicle described
above which is subject	to a lien(s) as shown; howe	ever, the vehicle may be s			wner of the vehicle described
above which is subject	to a lien(s) as shown; howe	ever, the vehicle may be s			wner of the vehicle described
above which is subject	to a lien(s) as shown; howe	ever, the vehicle may be s	ubject to other liens	or security interests.	
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

ALI	SELLERS SIGNATURES ON	NTHIS DOCUMENT MUST BE SWORN TO BEFORE	A NOTARY PUBLIC.
	EASSIGNMENT OF TITLE	BY LICENSED DEALER NUMBER:	
OKLAHOMA MOTOR VEHICLE \$3.50 PARK STAMP	Purchaser(s) Name (Type of Purchaser(s) Complete Ad	rant ownership of the vehicle described on this certificate operly noted on this certificate. or Print): Rock Hill Used Cars ddress: ice of Vehicle, Excluding Credit for Any Trade-in:	te to the following, subject only to the liens
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	(NO TENTHS)	2. The odometer reading is NOT the actual mileac	
ignature of Seller(s):_	20,00	Printed Name of Seller(s):	KATIF ANTZ
ubscribed and Sworn to	Before me this 32 no	Day of November, 20 19 Commission Expiration: May 8, 2021	Notary Public Aristate of Oklahor Commissing Sumberri0900409 My Commission/Expires May 8, 2
Notarization re		ture(s). Affix notary seal/stamp to the right.	o way o. 2
gnature of Buyer(s):		Printed Name of Buyer(s):	
F	REASSIGNMENT OF TITLE	BY LICENSED DEALER NUMBER:	
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AFFIDAVIT OF FACT

TO WHOM IT MAY CONCERN:

YEAR 2007 MAKE Dodge MODEL SO3
TITLE # 25/207026002B VIN # 3D7mx48cx76723854
REASON FOR ERROR
Seller signed name incorrectly
Seller signed title in wrong area
Seller assigned title to himself/herself
Purchaser name misspelled. Should be
Address was placed in lien holder's section
Seller placed name in lien holder's section. Seller has no security interest on this vehicle.
Assignment was placed in re-assignment section
Sale between &never took place. NO FRAUD INTENDED.
Date of sale was recorded in error. Correct date of sale should read
_ OTHER Address on 1st assignment entered in error with
a Mark over Address Should read-111 D. Mill Pryor, OK. 74361 No fraud interpred
DATE_11/22/19 SIGNATURE(WITNESS) Julia brull
Subscribed and sworn to me before this 33 day of bounder 3019
My commission expiresNOTARY
My commission expiresNOTARY

Case 4:20-cv-00959-BJ Document 101-4 Filed 08/30/21 Page 91 of 176 PageID 3846 STATE OF OKLAHOMA VEHICLE IDENTIFICATION NUMBER YEAR MAKE TITLE NO. 1FT8W3DT0FEA26911 2015 FORD 810006944313 BODY TYPE MODEL DATE ISSUED DATE 1st SOLD PK F350 23-May-2019 23-Jul-2014 AGENT NO. ODOMETER TYPE OF TITLE APPLICATION DATE M1612 22-May-2019 5666 Repo Actual DATE INS. NAME AND ADDRESS OF VEHICLE OWNER LOSS OR SALVAGE SOUTHWEST OKLAHOMA FCU 1806 NW LIBERTY AVE LAWTON OK 73507-5027 THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S): It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests. CONTROL NO. 47202686 (This is not a title number) ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: IF REGISTERED I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate. OWNER (SELLER) IS A LICENSED DEALER. PLACE OKLAHOMA Purchaser(s) Name (Type or Print); MOTOR VEHICLE TAX Hate 30 East Sulphur Springs TX 75 182 STAMP HERE Actual Purchase Price of Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's adometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits. eter reading is NOT the actual mileage. Warning Subscribed and Sworn to Before Stephanie R. Jarvis Notarization required only of seller's signature(s). Affix notary seal/stamp to the right. Signature of Buyer(s): Printed Name of Buyer(s):

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

	REASSIGNMENT OF TI	TLE BY LICENSED DEALER	NUMBER:	
PLACE OKLAHOMA		warrant ownership of the vehicle of properly noted on this certificate.		following, subject only to the lier
MOTOR VEHICLE TAX	14	pe or Print):		
STAMP HERE	Purchaser(s) Complete	Address:		
	Actual Purchase	Price of Vehicle, Excluding Cr	edit for Any Trade-in:	
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		Commission Expiration:		Affix Notary Seal / Stamp
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	STA	ATE OF OK	LAHOMA		
VEHICLE IDENTIFICATION OF THE PK AGENT NO. M8812 NAME AND ADDRESS	MODEL RAM 2500 COLOR Silver	YEAR 2002 APPLICATION I 16-Dec-20	DATE	ATE 1st SOLD ODOMETER Exempt	TITLE NO. 810007855013 DATE ISSUED 17-Dec-2019 TYPE OF TITLE Original DATE INS. LOSS OR SALVAG
CHACO'S AUTO S 244 S QUADRUM OKLAHOMA CITY	DR				
THIS VEHICLE IS SUB.	ECT TO THE FOLLOWING	Lien(s):			
above which is subject to		the Oklahoma Fax Commiss, the vehicle may be subject	sion, the person nan 1 to other liens or s	ned hereon is the ov ecurity interests.	vner of the vehicle described
above which is subject t	o a lien(s) as shown; however, NO. 21	he Oklahoma Tax Commiss, the vehicle may be subject	sion, the person na t to other liens or s	ned hereon is the overcurity interests.	oner of the vehicle described

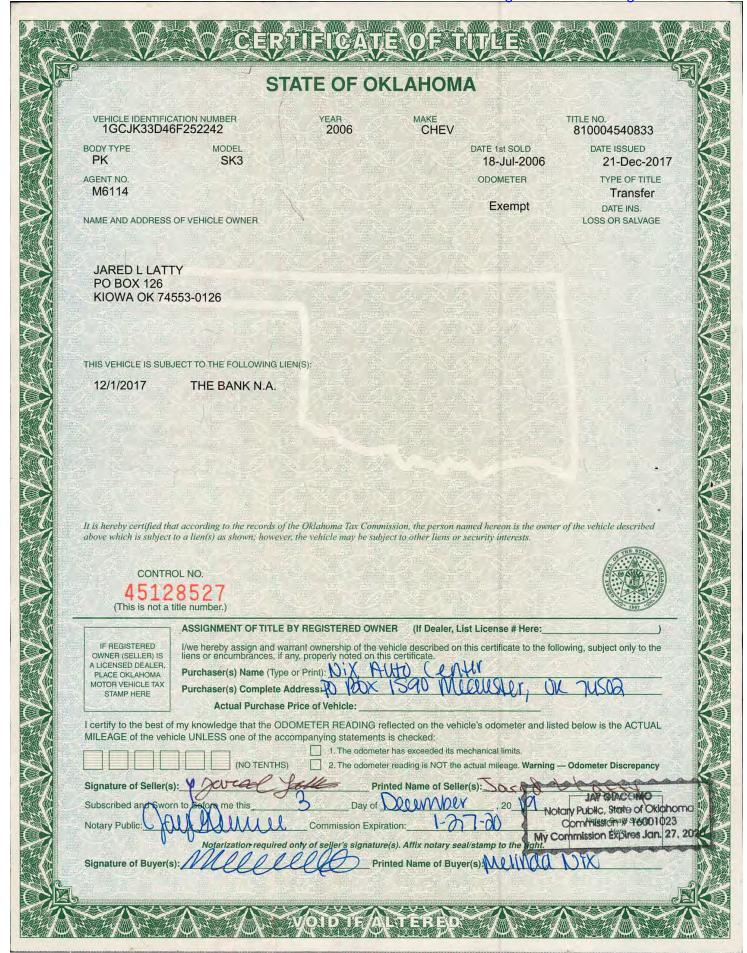
Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	REASSIGNMENT OF TITLE BY LICENSED DEALER I	NUMBER:	
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	I/we hereby assign and warrant ownership of the vehicle de or encumbrances, if any, properly noted on this certificate. Purchaser(s) Name (Type or Print): Purchaser(s) Complete Address: Actual Purchase Price of Vehicle, Excluding Cre		
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15 The 18	e against this vehicle title issued unless a c	e is to be des	cribed below.	Any active lien ref		of this certifi	cate will carry forward
ny active lien or encumbrand o any subsequent Oklahoma			(1202) (1202) (1202) (1202)		DATE		

OKLAHOMA TAX COMMISSION

VEHYR: 2006

LIEN HOLDERS RELEASE FORMS

L1924613344

VIN: 1GCJK33D46F252242

AGNT #: M6114

LIEN DEBTOR: LATTY, JARED L

LATTY, JARED L 367 CASON RD KIOWA OK 74553

LIEN HOLDER: THE BANK N.A.

THE BANK N.A. PO BOX 1067 MCALESTER OK 74502-1067

TO: OKLAHOMA TAX COMMISSION MOTOR VEHICLE DIVISION P.O. BOX 269061 OKLAHOMA CITY OK 73126

LIEN DATE: 12/01/2017

MAKE: CHEV

MODEL: SK3

BODY: PK



REF#: L1924613344



TO WHOM IT MAY CONCERN: WE HAVE RELEASED OUR SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, EFFECTIVE ON THE DATE WHICH APPEARS BY MY SIGNATURE. PLEASE REVISE YOUR RECORDS TO REFLECT THIS RELEASE.

SIGNATURE OF REPRESENTATIVE OF SECURED PARTY

y Phriatia Norton

DATE 12/6/19

LENDER: TO ENSURE PROPER PROCESSING OF YOUR COMPLETED LIEN RELEASE, PLEASE NOTE THE FOLLOWING.

DO NOT ALTER THIS DOCUMENT

NO STAPLES

NO TAPE

NO FOREIGN FIXTURES OR ATTACHMENTS

NO WRITING OR MARKING (OTHER THAN SIGNATURE AND DATE FOR RELEASE)

DO NOT ALTER THE SIZE OF THIS DOCUMENT

MVD-1003		TYPE OF TITLE TITLE NUMBER
REV. 02/06	3D7TT2CT2BG511932	ORIGINAL 13113703A602681 EVIOUS TITLE NUMBER AND STATE IST REG DATE OF ISSUE
W	2011 DODG RPC CW C	/LS. DGVW WT.MHEELS TYPE OF FUEL LIENS GASOLINE I
white desired and the second and the	1st LIENHOLDER (OR OWNER(S) IF NO LIEN) MEMBERS FINANCIAL FCU	LICENSE PLATE NUMBER(S) 825PKW
ME	PO BOX 9609 MIDLAND TX 79708	VEHICLE CLASS CLERK TRUCK SLP
X	FILE DATE MATURITY DATE 04/23/2013 06/26/2017 REGISTERED OWNER(S)	000005 AM 00*000 00
	MUNOZ JESSE	E STATE LOCATION OF MANUFACTURED HOME
C	1106 E FIESTA CARLSBAD NM 88220	CONNETER CODES AM - ACTUAL VEHICLE
0	SECOND LIENHOLDER	ODOMETER CODES: AM = ACTUAL VEHICLE MILEAGE, EL = MILEAGE IN EXCESS OF MECHANICAL LIMITS OR NM = NOT ACTUAL MILEAGE:WARNING-ODOMETER DISCREPANCY
	00000	NOT A TITLE NO. 19602681
	FILE DATE MATURITY D	DO NOT CARRY IN VEHICLE - KEEP IN SAFE PLACE, IMPORTANT: THERE IS AN ADDITIONAL STATISTICAL PER FOR FAILURE BY PURCHASER TO APPLY FOR TRANSFER WITHIN 30 DAYS FROM DATE OF SALE. DIRECTOR MVD
RELEASE OF LIEN		Date 5:12:2017
assigned bel statements n	ow and presented by the purchaser to the Motor Veh nade in connection with this Certificate of Title or held I	
	or mileage upon transfer of ownership. ANYONE CONVICTED OF A FAL	30 days for transfer of title and registration. Fideral and state law requires the seller (including dealers) to LSE ODOMETER STATEMENY WILL BE SUBJECT TO FINES AND/OR IMPRISONMENT.
transfer and co		(we) hereby sell, assign,
Buyer's Name(210
the vehicle des		it at time of delivery to be free of any liens or encumbrances unless specified below.
Name & Addre of Lienholder_		
Lienholder No. ODOMETER E mileage is (chec	ISCLOSURE STATEMENT: I (we) hereby certify that the ODC k one of the following): A □ the actual mileage OR B □ Mileage in et	Maturity Date OMETER READING of this vehicle is: 19435.7 (NO TENTHS) miles and that stated excess of mechanical limits OR C 2 NOT the actual mileage: WARNING-ODOMETER DISCREPANCY. Printed Name 1:556 Munor by FOVE
of Seller(s)	1x	Printed Name
Signature(s	A) X	Printed Name V World Dalas A GT

FIRST REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this day of cetter of the day of the convey this day of the convey the conve
Buyer's Name(s): Alistin Financial Suvius Address: 549 Interstate Highway 30 Sulphur Springs IX 7548?
the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any trens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE"
Name & Address NONE
Lienholder No. (if any)File Date
ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is 10+354 (NO TENTHS) miles and that stated mileage is (check one of the following): A.□. The actual mileage OR B.□ Mileage in excess of mechanical limits OR C.□ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
Name of Dealership: Take Branch Dodge
Authorized Agent X Printed Name VINCOUT Sala
Buyer's Signature X Printed Name The House The Printed Name The P
SECOND REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this day of 30 T No. 19 T Name(s): 10 A D NWG-W 0 T NO.
Address: 210 MAIN 94 HWY SPCINGS AVR the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE'
Name & Address of Lienholder: Nrn &
Uenholder No. (if any) File Date Maturity Date ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is 154,35 (NO TENTHS) miles and that stated mileage
is (check one of the following): A. 🗀 The actual mileage OR B. 🖸 Mileage in excess of mechanical limits OR C. 🗆 NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
Name of Dealership: HUSTID FIN ROCIS
Authorized Agent X Printed Name Printed Name Printed Name Printed Name Raice Authorized Agent X Printed Name Raice Printed Name Printed Nam
THIRD REASSIGNMENT BY DEALER: FOR VALUE RESERVED, Lihereby sell, reassign, transfer and convey this day of Yr to
Buyer's Name(s): 14 DCK H1 11 USED CARS
the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE"
Name & Address
of Lienholder
ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is 10 4,3 4 2(NO TENTHS) miles and that stated mileage is (check one of the following): A.□ The actual mileage OR B.□ Mileage in excess of mechanical limits OR C.□ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
Name of Dealership:
Signature of Authorized Agent X Kylo Way Printed Name Kyle WAY
Buyer's Signature XPrinted Name
FOURTH REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this
Address:
the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE"
Name & Address of Lienholder:
Lienholder No. (if any). File Date Maturity Date ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is (NO TENTHS) miles and that stated mileage
is (check one of the following): A. The actual mileage OR B. Mileage in excess of mechanical limits OR C. NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
Signature of
Authorized Agent X Printed Name Buyer's Signature X Printed Name
FIFTH REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this
Buyer's Name(s): Address:
the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE"
Name & Address of Lenholder.
Lienholder No. (if any)File DateMaturity Date
ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is
Name of Dealership: Signature of
Authorized Agent X Printed Name
Buyer's Signature X Printed Name Printed Name
SIXTH REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this
boys 5 manico).
Address:
Address: the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD NONE
Address: the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE" Name & Address of Lienholder:
Address: the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE' Name & Address of Lienholder Lienholder Lienholder No. (if any)
Address: the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE' Name & Address of Lienholder: Lienholder No. (if any) File Date Maturity Date ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is (NOTENTHS) miles and that stated mileage is (check one of the following): A. The actual mileage OR B. Mileage in excess of mechanical limits OR C. NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
Address: the vehicle described on the front side of the Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE' Name & Address of Lienholder Lienholder Lienholder No. (if any)

STK # A1038

CUST # 104170

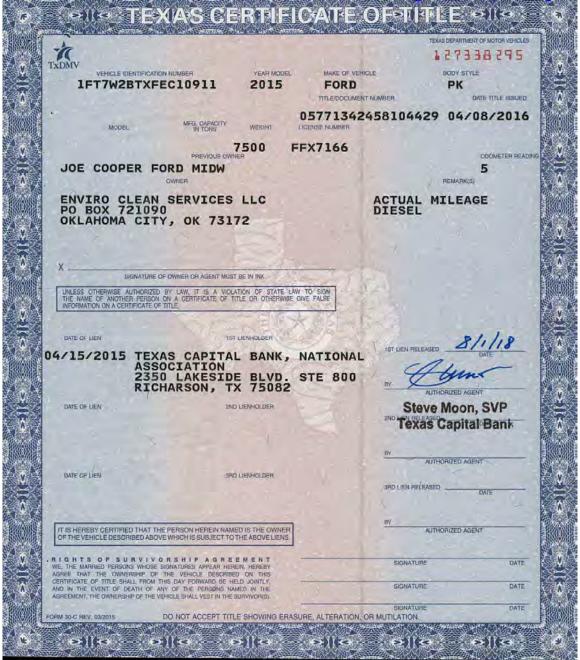
	POWER OF ATTORNEY	
TO	DISCLOSE MILEAGE AND ASSIGN TITLE	

	DISCLUSE IVI	ILEAGE	AND ASSIGI	VIIILE	e Dan et et et et e
This form may only be used by dealers at the title and be submitted to the New Me fines and/or imprisonment. Dealer must re	exico Motor Vehicle	Division or a			
Jessie Munoz Hernandez					
	TO FILL WAS		STATE PIE		
APPOINT, (PRINT NAME OF ATTORN	EY-IN-FACT)Ta	ite Branch I	Oodge Chrysler	Jeep	
WHOSE ADDRESS IS: 919 South Fi	st Street	Art	esia	NM	88210
Street	The state of		City	State	Zip Code
AS MY ATTORNEY-IN-FACT TO D TITLE TO DEALER INDICATED BE THE VEHICLE IS SOLD AT RETAIL	LOW. THE POWE				
VEHICLE IDENTIFICATION NUMBER (VIN)			(14.16)	Z Daniel District	YEAR
3D7TT2CT2BG511932					2011
MAKE	MODEL			BODY TYPE	
	MODEL			BODY TYPE	AAUS.
Ram	2500			Crew Cab	44413
	DOMETER D	ISCLOSI	JRE STATEM	MENT	
I hereby certify that the od miles and to the best of n described above unless on limits (Code EL) or WA	ny knowledge r e of the following	reflects thing is chec	ked:	lileage in excess	of mechanical
Printed Name of First So	aller	7	Signature	f First Seller	Date
Finited Walle of Flist Si	Silei		Signature o	i Filst Sellei	Date
		X	11/2/16		
Printed Name of Second Seller (if J	oint Ownership)		Signature of	Second Seller	Date
1106 E Fiesta Dr		Carlsb	ad	NM	88210
Sellers Street Addres OFFICIAL SEAL	S	35-52-27	City	State	Zip Code
SUBSCIENTED AND AND AND AND BE	FORE ME THIS	17th	DAY OF JU	y	20 19
NOTARY PUBLIC-State of New Mex My Commission Expires 10 - 10 MY COMMISSION EXPIRES		- No	DIABY PUBLIC		
I certify that the mileage stated in the Certificate of Title.	this Power of Att	orney Discl	osure is greate	r than the mileage	previously stated on
Tate Branch Dodge Chrysler Jee					07/17/2019
PRINT DEALERSHIP NAME	SIGNAT	URE OF DI	EALER OR AUT	THORIZED AGENT	DATE

FORM NO. LAWNM-POA-CO (REV. 2/18)
The Reynolds and Reynolds Company TO ORDER: www.reysource.com; 1-800-344-0996; fax 1-800-531-9055

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

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	FEDERAL AND STATE LAW REQUIRES TO OWNERSHIP. FAILURE TO COMPLETE OR PE	HAT YOU STATE THE MIL	EAGE IN CONNECTION W	VITH THE TRA	NSFER OF
ASSIGNIMENT OF TITLE	The undestigned hereby certifies that the vehicle discribed in this. I want of Purchaser I certify to the best of my knowledge that the odomet I certify to the best of my knowledge that the odomet I certify to the best of my knowledge that the odomet I certify to the best of my knowledge that the odomet I certification to the best of my knowledge that the odometer of the best of my knowledge that the odometer of the odometer of the odometer of the above odometer certification made	utile is free and clear of all liens, except as 519130 E Street ter reading is the actual mileage 1. The mileage stated is in 2. The odometer reading is Seller/Agent	noted herein, and has been transferred to SUPHUK SPKU City of the vehicle under a content of the excess of its mechanical limits. not the actual mileage. WARNING Printed Name (sam	State following statemen G-ODOMETER DI Sea as signature)	Zip ts is checked
	Signature of Buyer/Agent		Printed Name (sam		11.00
REASSIGNMENT EALER ONLY	The undersigned hereby certifies that the vehicle described in this to Name of Purchaser is certify to the best of my knowledge that the odome! ODOMETER READING (No Tenths) Date of Sale	Street ter reading is the actual mileage 1. The mileage stated is in	City	State following statemen	Zip ts is checked
H H		Dealer's Name	The state of the s	100	
FIRST	Agent's Signature I am aware of the above odometer certification made Signature of Buyer/Agent		Printed Name (sam	ne as signature)	1
	I am aware of the above odometer certification made	title is free and clear of all liens, except as Street ter reading is the actual mileage	Printed Name (sam noted herein, and has been transferred to City of the vehicle unless one of the t	ne as signature) the following printed na State	7in
	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vahicle described in this t Name of Purchaser I certify to the best of my knowledge that the odometer ODOMETER READING (No Teeths)	ititle is free and clear of all liens, except as Street ter reading is the actual mileage 1, The mileage stated is in	Printed Name (sam noted herein, and has been transferred to City	the following printed na State following statemen 3 - ODOMETER DI	Zip ts is checke
	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this t Name of Purchaser I certify to the best of my knowledge that the odomet	Street Street Streed is in except as Street Street The mileage stated is in 2. The odorneter reading is	Printed Name (sam noted herein, and has been transferred to City of the vehicle unless one of the t excess of its mechanical limits.	ne as signature) the following printed na State following statemen	Zip ts is checke
	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this t Name of Purchaser I certify to the best of my knowledge that the odometer ODOMETER READING (No Teeths) Date of Sale	ititle is free and clear of all liens, except as Street ter reading is the actual mileage 1, The mileage stated is in	Printed Name (sam noted herein, and has been transferred to City of the vehicle unless one of the t excess of its mechanical limits.	the following printed na State following statemen 3 - ODOMETER DI	Zip ts is checke
	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this t Name of Purchaser I certify to the best of my knowledge that the odomet ODOMETER READING (No Tenths) Date of Sale Agent's Signature t am aware of the above odometer certification made	Street ter reading is the actual mileage 1. The mileage stated is in 2. The odorneter reading is	Printed Name (sam noted herein, and has been transferred to City of the vehicle unless one of the t excess of its mechanical limits.	the as signature) the following printed na State following statemen 3 - ODOMETER DI Dealer No.	Zip ts is checke
	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this t Name of Purchaser I certify to the best of my knowledge that the odomet ODOMETER READING (No Tenths) Date of Sale Agent's Signature t am aware of the above odometer certification made Signature of Buyer/Agent	Street Street der reading is the actual mileage 2. The mileage stated is in 2. The odometer reading is Dealer's Name	Printed Name (sam noted herein, and has been transferred to City of the vehicle unless one of the texcess of its mechanical limits. not the actual mileage. WARNING Printed Name (sam	the following printed na State following statemen G - ODOMETER DI Dealer No. ne as signature)	Zip is is checke SCREPANO
SECOND REASSIGNMENT DEALER ONLY	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this t Name of Purchaser I certify to the best of my knowledge that the odomet ODOMETER READING (No Tenths) Date of Sale Agent's Signature t am aware of the above odometer certification made	Street Street der reading is the actual mileage 2. The mileage stated is in 2. The odometer reading is Dealer's Name	Printed Name (sam noted herein, and has been transferred to City of the vehicle unless one of the texcess of its mechanical limits. not the actual mileage. WARNING Printed Name (sam	the following printed na State following statemen G - ODOMETER DI Dealer No. ne as signature)	Zip is is checke SCREPANC
MENI SECOND REASSIGNMENI Y DEALER ONLY	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this t Name of Purchaser I certify to the best of my knowledge that the odomet ODOMETER READING (No Tenths) Date of Sale Agent's Signature t am aware of the above odometer certification made Signature of Buyer/Agent	Street Street 1. The mileage stated is in 2. The odometer reading is Dealer's Name 2. The odometer reading is Dealer's Name 3. Street 3.	Printed Name (eam noted herein, and has been transferred to City of the vehicle unless one of the excess of its mechanical limits. not the actual mileage. WARNING Printed Name (sam Printed Name (sam noted herein, and has been transferred to	State following statemen G - ODOMETER DI Dealer No. State following statemen G - ODOMETER DI Dealer No. The as signature) the following printed na State following statemen G - ODOMETER DI Dealer ODOMETER DI DEALER	Zip ts is checke SCREPANC me and addres Zip ts is checke
SECOND REASSIGNMENT SALER ONLY DEALER ONLY	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer of Sale ODOMETER READING (No Terdhe) Agent's Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certification made	Street Street 1. The mileage stated is in 2. The odometer reading is Dealer's Name 2. The odometer reading is Dealer's Name 3. Street 3.	Printed Name (sam noted herein, and has been transferred to City of the vehicle unless one of the texcess of its mechanical limits. not the actual mileage. WARNING Printed Name (sam Printed Name (sam City of the vehicle unless one of the texcess of its mechanical limits.	ine as signature) the following printed na State following statement G - ODOMETER DI Dealer No. the as signature) the following printed na State following statement G - ODOMETER DI	Zip ts is checke SCREPANC me and addres Zip ts is checke
MENT FIRS	I am aware of the above odometer certification made Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer of Sale ODOMETER READING (No Terdhe) Agent's Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certify to the best of my knowledge that the odometer certification made	Street ter reading is the actual mileage 1. The mileage stated is in 2. The odorneter reading is Dealer's Name by the seller/agent. Street title is free and clear of all liens, except as Street Ter reading is the actual mileage 1. The mileage stated is in 2. The odometer reading is	Printed Name (sam noted herein, and has been transferred to City of the vehicle unless one of the texcess of its mechanical limits. not the actual mileage. WARNING Printed Name (sam Printed Name (sam City of the vehicle unless one of the texcess of its mechanical limits.	State following statemen S - ODOMETER DI Dealer No. State following statemen S - ODOMETER DI Dealer No. State following printed na State following statemen S - ODOMETER DI Dealer No.	Zip ts is checke SCREPANC me and address Zip ts is checke

Case 4:20-cv-00959-BJ Document 101-4 Filed 08/30/21 Page 103 of 176 PageID 3858 TEXAS DEPARTMENT OF MOTOR VEHICLES 108471172 VEHICLE IDENTIFICATION NUMBER YEAR MODEL MAKE OF VEHICLE BODY STYLE 3D7KR28C65G706682 2005 DODG PK Anchita TITLE/DOCUMENT NUMBER DATE TITLE ISSUED 24300241232104800 12/04/2012 LICENSE NUMBER MODEL WEIGHT 5500 EX76515 ODOMETER READING 153361 PRUITT FORD BURKBURNETT TX REMARK(S) TOMMY A GRUBER ACTUAL MILEAGE 1674 PETERSON RD N IOWA PARK, TX 76367 DIESEL SIGNATURE OF OWNER OR AGENT MUST BE IN INK UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFERMATION ON A CERTIFICATE OF TITLE. DATE OF LIEN 11/14/2012 WICHITA FALLS TEACHER FCU P 0 BOX 4516 WICHITA FALLS, TX 76308 DATE OF LIEN 2ND LIENHOLDER 2ND LIEN FELEASED _ AUTHORIZED AGENT DATE OF LIEN 3RD LIENHOLDER SRID LIEN RELEASED 111 IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER AUTHORIZED AGENT OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS RIG BTS OF SURVIVORSHIP AGREEMENT WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HERBIN, HERBBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBER ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY. AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE EURVIVOR(S). DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION

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SIGN	ED APPLICATION FOR TITLE (FORM 130-U	ST ASSIGN AND FURNISH THIS TITLE, C INDICATING DATE OF SALE AND SALES ASSESSOR-COLLECTOR WITHIN 30 DAYS	PRICE TO THE PURCHASER WHO
▶,	FEDERAL AND STATE LAW REQUIRES TO OWNERSHIP. FAILURE TO COMPLETE OR P	HAT YOU STATE THE MILEAGE IN CONN ROVIDING A FALSE STATEMENT MAY RESUL	ECTION WITH THE TRANSFER OF T IN FINES AND/OR IMPRISONMENT.
1	the state of the s	title is free and clear of all liens, except as noted herein, and has bee	
ASSIGNMENT OF TITLE	ODOMETER READING (No Tenths) Date of Sale	by the seller/agent.	State Zip s one of the following statements is checked: unical limits.
-	Signature of Buyer/Agent		led Name (same as signature)
5	Kock Hell Used Cars	title is free and clear of all liens, except as noted herein, and has bee	en transferred to the following printed name and address:
REASSIGNMENT EALER ONLY	Name of Purchaser I certify to the best of my knowledge that the odome 1. Completies READING (No Tenths)	Street Street Street Street Street City Street City	inical limits.
ASS	Date of V15/20	Wichita Falls Ford Line, P43086	Dealer No.
EAL	Dea ?	Dealer's Name Jennife	r Burdette, Agent
FIRST	Agent's Signature I am aware of the above odometer certification made	Print	ed Name (same as signature)
	Signature of Buyer/Agent	Print	ed Name (same as signature)
SECOND REASSIGNMENT DEALER ONLY	Name of Purchaser	itile is free and clear of all liens, except as noted herein, and has bee Street City Her reading is the actual mileage of the vehicle unless 1. The mileage stated is in excess of its mecha 2. The odometer reading is not the actual mileage	State Zip s one of the following statements is chacked: unical limits.
EAL		Dealer's Name	
SECON	Agent's Signature I am aware of the above odometer certification made		ed Name (same as signature)
0,	Signature of Buyer/Agent	Print	ed Name (same as signature)
ENT	The undersigned hereby certifies that the vehicle described in this Name of Purchaser	little is free and clear of all liens, except as noted herein, and has bee	en transferred to the following printed name and æddress: State Zip
DEALER ONLY	I certify to the best of my knowledge that the odome ODOMETER READING (No Tenths)	ater reading is the actual mileage of the vehicle unless 1. The mileage stated is in excess of its mecha 2. The odometer reading is not the actual mileage	s one of the following statements is checked: inical limits.
FR	Date of Sale		Dealer No.
EAL		Dealer's Name	
THIRD	Agent's Signature I am aware of the above odometer certification made		ed Name (same as signature)
	Signature of Buyer/Agent	Print	ed Name (same as signature)
7	Signature of Buyer/Agent		

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4	<u> </u>					
		State of Texa				
-	Power of Attorney f					Acres de la Constitución de la C
Fede	eral and state law require that you state the mileage upon transi statement or failure o <mark>f the person granted th</mark> e powe	fer of ownership. This form er of attorney to submit this	may only be form to the	used when title is he State may result in f	eld by lienholder or ines and/or imprise	is lost. Providing a false onment.
Vel	nicle Description					
Vehic	Cle Identification Number 28 CLS G 70 VI	Year		Make	Body Style	Model
	2 D4KK38C626 4000	289	05	Dodge	PK	2500
Par	t A. Power of Attorney to Transfer Owner	ship and to Disclo	se Milea	ge		
_	First Name (or Entity Name)	Middle Name		Last Name	115	Suffix (if any)
ero	Entity's Authorized Agent First Name (if applicable)	Middle Name		Last Name		Cuffin (if ann)
Transferor	and state of the s	Wildele Warrie		Last Name		Suffix (if any)
Tra	Address	City	0 1	State	01010	Zip
	First Name (or Entity Name) Wichita Falls Ford Li	N Lowa	Fork	TX	+636+	
e e	First Name (or Entity Name) Wichita Falls Ford Li	incolfiddle Name		Last Name		Suffix (if any)
Transferee	Entity's Authorized Agent Name (First, Middle, Last, Suffix) (if	applicable)			Deales License	Number (if applicable)
ans		Jennifer	Burdette	e, Agent	PYS	086
Tre	Address 5401 Kell Blvd, Wichlta Falls, Tx 76310	City		State		Zip
1 the	e transferor listed above, appoint the transferee listed above as		nlete all des	ments necessarite	transfer and dis-1-	so the miles as at least
title f	for the vehicle described above exactly as stated in the following	g disclosure. I, the transfer	or, certify to	the best of my know	ledge the odomete	er reading is the actual
milea	age of the vehicle unless one of the statements below is checked	Odometer Reading (r	3	☐ Mileage Exceed		
10.7		2430+				DOMETER DISCREPANC
1.4	n G	I am av	are of the oc	iometer certification	made by the trans	sferor/agent (seller).
X	don Jules	10/20	e por	4 - 4		110/20
	nature of Transferor/Agent (Seller) Date			ree/Agent (Purchase		
Par	t B. Power of Attorney to Review Title Do		nowledge	It committees the state of the	if applicable	
e	First Name (or Entity Name)	Middle Name		Last Name		Suffix (if any)
Transferee	Entity's Authorized Agent First Name (if applicable)	Middle Name		Last Name		Suffix (if any)
inst						34,(1, 41,1)
Tre	Address	City	Lesin	State		Zip
	Dealership Name				Dealer License	
o	Dealership Walle				Dealer License	Number
Transferor	Authorized Agent First Name	Middle Name		Last Name		Suffix (if any)
ans						
F	Address	City		State		Zip
I, the	transferee listed above, appoint the transferor listed above as a	my attorney-in-fact, to com	plete all docu	iments necessary to	transfer and disclo	se the mileage on the
title f	for the vehicle described above exactly as stated in the following age of the vehicle unless one of the statements below is checked	disclosure. I, the transfer	or, certify to t	he best of my know	ledge the odomete	r reading is the actual
Trillea	age of the vehicle diffess one of the statements below is checked	Odometer Reading (n	o tenths)	☐ Mileage Exceeds		
N.		l am av	are of the oc			DOMETER DISCREPANCY sferor/agent (seller).
						, , , , , , , , , , , , , , , , , , , ,
			re of Transfe	ree/Agent (Purchase	r) Dat	e
Sign	nature of Transferor/Agent (Seller) Date	Signatu				trans catalla tala
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Par	t C. Dealership Certification (Part B Transfership Name	eror) – Required ar	delle	nly if Parts A ar		Number
Par	t C. Dealership Certification (Part B Transf	The state of the s	delle	nly if Parts A ar		Number Suffix (if any)
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Par	t C. Dealership Certification (Part B Transfership Name orized Agent First Name	eror) – Required ar	delle	14-5		
Par Deale Autho	t C. Dealership Certification (Part B Transfership Name orized Agent First Name ess individual listed above exercising powers of attorney, hereby ce	Feror) — Required an Middle Name City ertify that the mileage I have	nd valid on	Last Name State	Dealer License	Suffix (if any) Zip the mileage provided to
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Par Deale Author Addre	t C. Dealership Certification (Part B Transfership Name orized Agent First Name ess individual listed above exercising powers of attorney, hereby centris power of attorney. Further, upon examination of the title are title pursuant to the power of attorney is greater than that prove	Middle Name City	e disclosed on	Last Name State n the title document	Dealer License	Suffix (if any) Zip the mileage provided to disclosure I have made
Author Address I, the me in on the nor de	t C. Dealership Certification (Part B Transfership Name orized Agent First Name ess individual listed above exercising powers of attorney, hereby centhis power of attorney. Further, upon examination of the title are title pursuant to the power of attorney is greater than that propose it create, any new or additional liability under federal or statuture of Transferor/Agent	Middle Name City	e disclosed or ments for the and reassignr	Last Name State n the title documente vehicle described a ment documents. Th	Dealer License	Suffix (if any) Zip the mileage provided to disclosure I have made of intended to create,

Information

Federal law specifies a motor vehicle is subject to odometer disclosure when it is self-propelled, less than 10 years old, and has a gross vehicle weight of 16,000 pounds or less. United States Code of Federal Regulations, Title 49, Part 580, provides the rules relative to the Truth in Mileage Act, which dictates when use of a power of attorney is permissible in conjunction with odometer disclosure. Further, federal law requires the odometer disclosure for used vehicles to be made on a certificate of title or a secure power of attorney. Federal law specifies use of a power of attorney is strictly limited to when the title is lost or held by a lienholder, and the only acceptable power of attorney is a secure power of attorney issued by the state. The Power of Attorney for Transfer of Ownership to a Motor Vehicle (Form VTR-271-A) is the only acceptable secure power of attorney issued by the State of Texas.

Form VTR-271-A can only be used when the title is lost or held by a lienholder. Proper use of Form VTR-271-A consists of completing Part A when transferring a motor vehicle. Parts B and C may only be used by a licensed motor vehicle dealer. If the motor vehicle is transferred by a licensed motor vehicle dealer and the certificate of title is still held by a lienholder, Parts B and C must be completed. If the certificate of title is not held by a lienholder, Parts B and C cannot be used; instead, a certified copy of title (or duplicate title) must be obtained prior to subsequent transfer, and the subsequent purchaser is required to acknowledge the odometer on the certified copy of title (or duplicate title).

If the transferor (owner listed on the title who is selling, donating, gifting, trading, etc.) or transferee (person/entity taking ownership) is unable to complete this form, only a general power of attorney may be used to complete this form for the transferor or transferee. A limited power of attorney cannot be used to complete this form on someone else's behalf. If the transferee or transferor is not an individual, but rather an entity or trust, an agent of that entity or a trustee must complete this form.

Unauthorized printing or reproduction of this document is prohibited. Photocopies may be made only as a completed document for record-keeping purposes by the parties named herein.

Instructions

Part A is required to be completed by both the transferor (owner listed on the title who is selling, donating, gifting, trading, etc.) and the transferee (person/entity taking ownership) if the title is lost or held by a lienholder. All signatures must be original signatures. It is strongly advised the duplicate power of attorney also contain original signatures.

Upon obtaining the certificate of title or certified copy of title, the transferee in Part A must complete the "assignment of title" and
odometer disclosure on the certificate of title or certified copy of title. Any transferee, other than a licensed motor vehicle dealer,
is then required to obtain a certificate of title in the name of the transferee supported by this power of attorney.

Part B may only be used by a licensed motor vehicle dealer. Further, Part B may only be used if the motor vehicle is transferred while the certificate of title is <a href="height: height: he

Upon securing the certificate of title, the licensed motor vehicle dealer must complete the "assignment of title" (as recorded in Part A) and "first reassignment" (as recorded in Part B).

Part C must be completed by the licensed motor vehicle dealer if both Parts A and B are completed after the licensed motor vehicle dealer has transferred the assignment (from Part A) and the reassignment (from Part B) to the certificate of title. Part C must not be completed if Part B is not used.

Returning this Power of Attorney

Federal law requires this power of attorney be returned to the issuing state. This can be accomplished as follows:

- When the vehicle is sold to a Texas retail purchaser, the original power of attorney with original signatures must accompany the purchaser's application for Texas title. Dealers are required to maintain the duplicate power of attorney and a copy of the front and back of the certificate of title for five years in accordance with 49 C.F.R. §580.8. Other individuals or entities are not subject to a retention requirement but are encouraged to maintain the duplicate power of attorney and a copy of the front and back of the certificate of title.
- When the vehicle is sold to any dealer (Texas or out of state) or an out of state purchaser, the original power of attorney with
 original signatures must accompany the title transaction. The duplicate power of attorney and a copy of the front and back of the
 certificate of title shall be returned by the individual or entity granted power of attorney in Part A (and Part B, if applicable) to:

Texas Department of Motor Vehicles Vehicle Titles and Registration Division P.O. Box 26470 Austin, TX 78755-0470

3	TATE OF C	KLAHOI	MA	
VEHICLE IDENTIFICATION NUMBER 2FMDA5148TBB47033 BODY TYPE MODEL SV WWG AGENT NO. M8832 NAME AND ADDRESS OF VEHICLE OWNER	YEAR 1996 APPLICA 13-Jur	FORD TION DATE 1-2019	DATE 1st SOLD ODOMETER Exempt	810006996409 DATE ISSUED 14-Jun-2019 TYPE OF TITLE Original DATE INS. LOSS OR SALVAGE
MAINER FORD PO BOX 834 OKARCHE OK 73762-0834				
THIS VEHICLE IS SUBJECT TO THE FOLLOWIN	NG LIEN(S):			
It is hereby certified that according to the records	of the Oklahoma Tax Co	mmission, the person	n named hereon is the o	wner of the vehicle described
h is hereby certified that according to the records above which is subject to a lien(s) as shown; how CONTROL NO. 47288110 (This is not a title number)	of the Oklahoma Tax Co ever, the vehicle may he s	mmission, the person ubject to other liens	n named hereon is the o or security interests.	wher of the vehicle described
CONTROL NO. 47288110 (This is not a title number) ASSIGNMENT OF TITL We hereby assign and liens or encumbrances, Purchaser(s) Name (Topology) Purchaser(s) Complete	E BY REGISTERED OW warrant ownership of the if any, properly poted on ype or Print): 100.	/NER (If Dealer,	List License # Here: on this certificate to the	1132
CONTROL NO. 47288110 (This is not a title number) ASSIGNMENT OF TITL I/we hereby assign and liens or encumbrances, Purchaser(s) Name (Typurchaser(s)) Complete Actual Purchaser MILEAGE of the vehicle UNLESS one of the actual purchaser Actual Purchaser MILEAGE of the vehicle UNLESS one of the actual purchaser ACTUAL PURCHASER MILEAGE of the vehicle UNLESS one of the actual purchaser	E BY REGISTERED OW warrant ownership of the if any, properly pited on ype or Print): DOC e Address 5 49 7 e Price of Vehicle: ODOMETER READING accompanying statemen	NER (If Dealer, evenicle described this certificate.	List License # Here: on this certificate to the Sed Cars F Sulphur ehicle's odometer and ts mechanical limits.	UD2133 Following, subject only to the Springs TX Springs TX Ilisted below is the ACTUAL
CONTROL NO. 47288110 (This is not a title number) ASSIGNMENT OF TITL I/we hereby assign and liens or encumbrances, Purchaser(s) Name (Typurchaser(s) Complete Actual Purchaser I certify to the best of my knowledge that the	E BY REGISTERED OW warrant ownership of the if any, properly pited on ype or Print): DOC! e Address: 5 / 9 Z e Price of Vehicle: ODOMETER READING accompanying statemen 1. The odorr HS) 2. The odorr	NER (If Dealer, a vehicle described this certificate. The reflected on the verts is checked: weter has exceeded it weter reading is NOT rinted Name of Self Control of Control	List License # Here: on this certificate to the Sed Cars F Sulphur ehicle's odometer and ts mechanical limits.	UD 2133 If following, subject only to the Springs TX TSP Iisted below is the ACTUAL Ining—Odometer Discrepance



Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	TEMOORGINIERT OF THEE BY ES	CENSED DEALER	NUMBER:		
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the lie or encumbrances, if any, properly noted on this certificate.				
	Purchaser(s) Name (Type or Print):				
	Purchaser(s) Complete Address:				
	Actual Purchase Price of Ve		dit for Any Trade-in:		
	y knowledge that the ODOMETER READ e of the accompanying statements is chec	cked:			
	(NO TENTHS)	2. The odometer rea		Warning — Odometer Discrepa	
Signature of Seller(s):		Printed Na	me of Seller(s):		
	to Before me this			Affix	
lotary Public:	Commission	on Expiration:		Notary Seal / Stamp	
Notarization	required only of seller's signature(s).	Affix notary seal/star	np to the right.	Here	
Signature of Buyer(s):		Printed No	ame of Buyer(s):		
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	or encumbrances, if any, properly noted on this certificate. Purchaser(s) Name (Type or Print): Purchaser(s) Complete Address:				
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	The second secon				
STAMP HERE certify to the best of m	Purchaser(s) Complete Address: Actual Purchase Price of Vel y knowledge that the ODOMETER READ e of the accompanying statements is chec	thicle, Excluding Credition (NG reflected on the vicked: 1. The odometer has	dit for Any Trade-in:ehicle's odometer and listed bels exceeded its mechanical limits.	low is the ACTUAL MILEAGE of	
certify to the best of more vehicle UNLESS on	Purchaser(s) Complete Address:	ING reflected on the vicked: 1. The odometer has 2. The odometer rea	dit for Any Trade-in: ehicle's odometer and listed bel s exceeded its mechanical limits. ding is NOT the actual mileage.		
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certify to the best of mothe vehicle UNLESS one Signature of Seller(s): Subscribed and Sworn to Notary Public: Notarization Signature of Buyer(s):	Purchaser(s) Complete Address: Actual Purchase Price of Vel y knowledge that the ODOMETER READ e of the accompanying statements is chec (NO TENTHS) Do Before me this Commission Commission required only of seller's signature(s).	ING reflected on the vicked: 1. The odometer has 2. The odometer rea Printed Na Day of On Expiration: Printed Ni HOLDER INFORMA cribed below. Any acti	chicle's odometer and listed below exceeded its mechanical limits. ding is NOT the actual mileage. The me of Seller(s): The property of the right.	Warning — Odometer Discrepa Affix Notary Seal / Stamp Here	
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certify to the best of me he vehicle UNLESS on the vehicle UNLESS	Purchaser(s) Complete Address: Actual Purchase Price of Vel y knowledge that the ODOMETER READ e of the accompanying statements is chec (NO TENTHS) Commission complete Address: Commission Com	ING reflected on the vicked: 1. The odometer has 2. The odometer rea Printed Na Day of On Expiration: Printed Ni HOLDER INFORMA cribed below. Any acti	chicle's odometer and listed below exceeded its mechanical limits. ding is NOT the actual mileage. The me of Seller(s): The property of the right. The property of the right of the right. The property of the right of the right. The property of the right of the right of the right. The property of the right of	Warning — Odometer Discrept Affix Notary Seal / Stamp Here	

	ST	TATE OF OK	CLAHO	MA	
VEHICLE IDENTIF		YEAR 2006	MAKE NISS		TITLE NO. 810007013704
SD TYPE	MAXIMA			DATE 1st SOLD	21-Jun-2019
M8832		APPLICATIO 20-Jun-2		ODOMETER	TYPE OF TITLE Original
NAME AND ADDRES	S OF VEHICLE OWNER			Exempt	DATE INS. LOSS OR SALVAG
MAINER FORE PO BOX 834 OKARCHE OK					
THIS VEHICLE IS SU	BJECT TO THE FOLLOWIN	IG LIEN(S):			
It is hereby certified above which is subject	that according to the records of the lower	of the Oklahoma Tax Comm ver, the vehicle may be subj	sission, the person	t named hereon is the or or security interests.	wner of the vehicle described
It is hereby certified above which is subject	et to a lien(s) as shown; howe	of the Oklahoma Tax Comm ver, the vehicle may be subj	uission, the person lect to other liens	named hereon is the or or security interests.	wner of the vehicle described
above which is subject	ot to a lien(s) as shown; hower OL NO. 6219	of the Oklahoma Tax Commer, the vehicle may be subj	ission, the person tect to other liens	n named hereon is the or or security interests.	wner of the vehicle described
CONTR 4731 (This is not a	of to a lien(s) as shown; hower OL NO. 6219 title number)	of the Oklahoma Tax Commer, the vehicle may be subj	ect to other liens	or security interests.	The state of the s
contra 4731	OL NO. 6219 title number) ASSIGNMENT OF TITLE I/we hereby assign and w liens or encumbrances, if	BY REGISTERED OWNE	ER (If Dealer,	List License # Here:	The state of the s
CONTR 4731 (This is not a	OL NO. 6219 title number) ASSIGNMENT OF TITLE I/we hereby assign and w liens or encumbrances, if	E BY REGISTERED OWNER varrant ownership of the vary, properly loted on the pe or Print).	ER (If Dealer, ehicle described is certificate.	List License # Here: on this certificate to the	UD2133) a following, subject only to the
CONTR 4731 (This is not a OKLAHOMA MOTOR VEHICLE \$3.50 2598513 I certify to the best	OL NO. 6219 title number) ASSIGNMENT OF TITLE I/we hereby assign and w liens or encumbrances, if Purchaser(s) Name (Tyl Purchaser(s) Complete Actual Purchase	BY REGISTERED OWNER Warrant ownership of the vertany, properly ofted on the pe or Print). How Haddress: 549 I-3 Price of Vehicle:	ER (If Dealer, ehicle described is certificate.	List License # Here: on this certificate to the Cars Sulphur Spi	UD2133 a following, subject only to the cings TX 7548
CONTR 4731 (This is not a OKLAHOMA MOTOR VEHICLE \$3.50 2598513 I certify to the best	OL NO. 6219 title number) ASSIGNMENT OF TITLE I/we hereby assign and w liens or encumbrances, if Purchaser(s) Name (Typ Purchaser(s) Complete Actual Purchase of my knowledge that the O hicle UNLESS one of the actual	BY REGISTERED OWNER varrant ownership of the varrant ownership of the varrant ownership of the vary, properly of on the pe or Print): NOCK H Address: 549 I-3 Price of Vehicle: DOMETER READING recompanying statements 1. The odometer	ER (If Dealer, ehicle described is certificate. If Dealer, ehicle described is certificate. If Used Bo East flected on the veries checked: er has exceeded it	List License # Here: on this certificate to the Cars Sulphur Spi chicle's odometer and as mechanical limits.	UD2133) a following, subject only to the rings TV 7548 listed below is the ACTUAL
CONTR 4731 (This is not a OKLAHOMA MOTOR VEHICLE \$3.50 2598513 Certify to the best	OL NO. 6 2 1 9 title number) ASSIGNMENT OF TITLE I/we hereby assign and w liens or encumbrances, if Purchaser(s) Name (Typ Purchaser(s) Complete Actual Purchase of my knowledge that the O hicle UNLESS one of the actual Purchaser (NO TENTH)	E BY REGISTERED OWNER varrant ownership of the very any, properly object on the pe or Print). FOCK H Address: 549 I-3 Price of Vehicle: DOMETER READING reformpanying statements 1. The odometers of the odom	ER (If Dealer, chicle described is certificate. BO East flected on the vois checked: er has exceeded it er reading is NOT.	List License # Here: on this certificate to the Cars Sulphur Spi chicle's odometer and as mechanical limits.	UD2133) e following, subject only to the cings TX 7548 listed below is the ACTUAL ning—Odometer Discrepan
CONTR 4731 (This is not a OKLAHOMA MOTOR VEHICLE \$3.50 2598513 I certify to the best MILEAGE of the ve	OL NO. 6219 title number) ASSIGNMENT OF TITLE I/we hereby assign and w liens or encumbrances, if Purchaser(s) Name (Tyl Purchaser(s) Complete Actual Purchase of my knowledge that the O hicle UNLESS one of the actual Complete I/NO TENTH S): A thus hereby assign and w liens or encumbrances, if Purchaser(s) Name (Tyl Purchaser(s) Complete Actual Purchase Of my knowledge that the O hicle UNLESS one of the actual Complete I/NO TENTH S):	E BY REGISTERED OWNER varrant ownership of the very any, properly object on the pe or Print). FOCK H Address: 549 I-3 Price of Vehicle: DOMETER READING reformpanying statements 1. The odometers of the odom	ER (If Dealer, chicle described is certificate. If I USed BO East flected on the very contact of the service	List License # Here: on this certificate to the Cars Sulphur Spi chicle's odometer and is mechanical limits. the actual mileage. Warn	UD2133) e following, subject only to the cings TX 7549 listed below is the ACTUAL



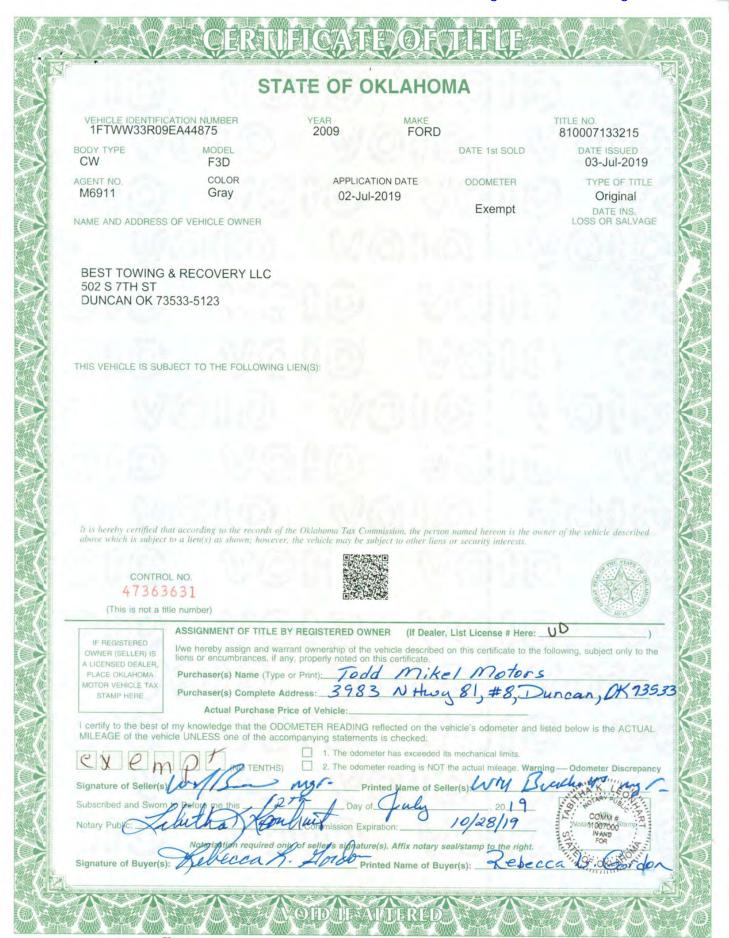
Federal and state law requires that the odometer reading and its accuracy, be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

F	REASSIGNMENT OF TITLE BY LICE	NSED DEALER NUMBER:		
PLACE OKLAHOMA	I/we hereby assign and warrant owners or encumbrances, if any, properly noted	hip of the vehicle described on this I on this certificate.	certificate to the following,	subject only to the lien
MOTOR VEHICLE TAX	Purchaser(s) Name (Type or Print):	Mary Mary	5-17-14-12-12-1	
STAMP HERE	Purchaser(s) Complete Address:			
	Actual Purchase Price of Vehic	cle, Excluding Credit for Any Tra	ade-in:	4 - 4
certify to the best of my the vehicle UNLESS one	knowledge that the ODOMETER READINg of the accompanying statements is checked	G reflected on the vehicle's odomet	er and listed below is the	ACTUAL MILEAGE of
		1. The odometer has exceeded its m		
	(NO TENTHS)	2. The odometer reading is NOT the	actual mileage. Warning -	Odometer Discrepan
Signature of Seller(s):_	(NO TENTHS)	Printed Name of Seller(s)):	
Subscribed and Sworn to	Before me thisD	oay of,	20	Affix
Notary Public:	Commission	Expiration:		Notary Seal / Stamp
Notarization r	equired only of seller's signature(s). Aft	fix notary seal/stamp to the right		Here
-			0,	
	We hereby assign and warrant ownersh or encumbrances, if any, properly noted	hip of the vehicle described on this	certificate to the following,	subject only to the lien
PLACE OKLAHOMA MOTOR VEHICLE TAX	I/we hereby assign and warrant owners	hip of the vehicle described on this on this certificate.	certificate to the following,	subject only to the lien
PLACE OKLAHOMA	I/we hereby assign and warrant ownershor encumbrances, if any, properly noted	hip of the vehicle described on this on this certificate.		
PLACE OKLAHOMA MOTOR VEHICLE TAX	I/we hereby assign and warrant owners or encumbrances, if any, properly noted Purchaser(s) Name (Type or Print):	hip of the vehicle described on this on this certificate.		
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	I/we hereby assign and warrant owners or encumbrances, if any, properly noted Purchaser(s) Name (Type or Print): Purchaser(s) Complete Address: Actual Purchase Price of Vehic knowledge that the ODOMETER READING of the accompanying statements is checked (NO TENTHS)	cle, Excluding Credit for Any Tra G reflected on the vehicle's odomet ad: 1. The odometer has exceeded its m 2. The odometer reading is NOT the	er and listed below is the nechanical limits.	ACTUAL MILEAGE of
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

DER INFORMATION d below. Any active lien reflected on the face of the lien has been executed.	is certificate will carry forward
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	ST	TATE OF C	OKLAHON	MA	
VEHICLE IDENTIFIC 1FTNW21F428	EA89984	YEAR 2002	MAKE FORD		TITLE NO. 810006533852
PK PK	F2S			DATE 1st SOLD	10-Apr-2019
M8804			TION DATE	ODOMETER	TYPE OF TITLE Original
NAME AND ADDRESS	S OF VEHICLE OWNER			Exempt	DATE INS. LOSS OR SALVAG
KEVIN VANZAN PO BOX 1384 MUSTANG OK 7					
THIS VEHICLE IS SUE	BJECT TO THE FOLLOWIN	IG LIE⊠(S):			
It is hereby certified the above which is subject	hat according to the records to a lien(s) as shown: howe	of the Oklahoma Tax Co	ommission, the person	named hereon is the	owner of the vehicle described
It is hereby certified the above which is subject	hat according to the records to a lien(s) as shown; howe	of the @klahoma Tax Co ver, th€ vehicle may be s	ommission, the person subject to other liens	named hereon is the or or security interests.	owner of the vehicle described
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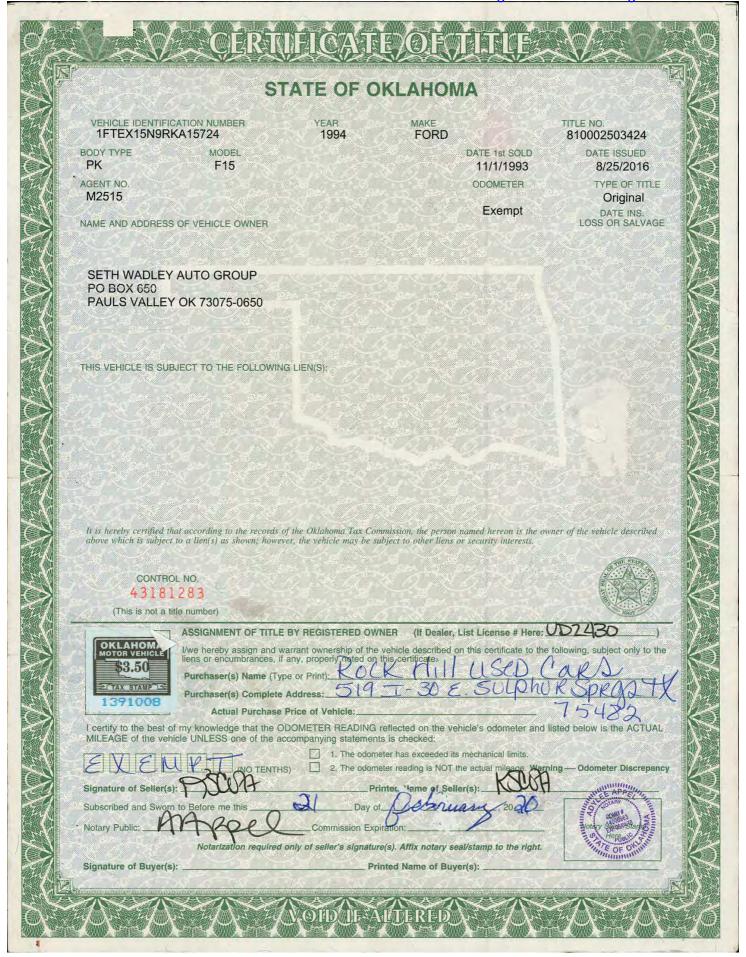
Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	REASSIGNMENT OF T	TLE BY LICENSED I	DEALER NUMBER:_					
PLACE OKLAHOMA		warrant ownership of the		is certificate to the	e following, subject only to the lie			
MOTOR VEHICLE TAX	Purchaser(s) Name (T	ype or Print):						
STAMP HERE	Purchaser(s) Complete Address:							
	Actual Purchase	e Price of Vehicle, Excl	uding Credit for Any T	rade-in:				
	y knowledge that the ODON e of the accompanying state		ed on the vehicle's odom	eter and listed be	low is the ACTUAL MILEAGE o			
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otary Public:		Commission Expiration	on:		Notary Seal / Stamp			
Notarization i	required only of seller's s	ignature(s). Affix notar	y seal/stamp to the rig	ht.	Here			
signature of Buyer(s):			Printed Name of Buye	r(s):				
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

It we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the life or encumbrances, if any, property noted on this certificate. Purchaser(s) Name (Type or Print):		REASSIGNMENT OF T	ITLE BY LICENSED DEALER I	NUMBER:	
Purchaser(s) Complete Address: Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in:		or encumbrances, if an	y, properly noted on this certificate.		
Certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:					
Certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:					
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Notarization required only of seller's signature(s). Affix notary seal/stamp to the right. Signature of Buyer(s): Printed Name of Buyer(s): LIENHOLDER INFORMATION Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward or any subsequent Oklahoma title issued unless a proper release of lien has been executed.	PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE certify to the best of mine vehicle UNLESS on	I/we hereby assign and or encumbrances, if an Purchaser(s) Name (T Purchaser(s) Completed Actual Purchaser A	warrant ownership of the vehicle de y, properly noted on this certificate. Type or Print): The Address: The Price of Vehicle, Excluding Crew WETER READING reflected on the vertice is checked: The Odometer has so were a compared to the vertice in the vertic	scribed on this certificate to the dit for Any Trade-in: ehicle's odometer and listed by a exceeded its mechanical limits ding is NOT the actual mileage me of Seller(s):	elow is the ACTUAL MILEAGE of
Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward on any subsequent Oklahoma title issued unless a proper release of lien has been executed.	PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE certify to the best of m he vehicle UNLESS on Signature of Seller(s):	I/we hereby assign and or encumbrances, if an Purchaser(s) Name (T Purchaser(s) Complet Actual Purchaser y knowledge that the ODOR of the accompanying state (NO TENTH.)	warrant ownership of the vehicle de y, properly noted on this certificate. Yee Address: Be Price of Vehicle, Excluding Crew METER READING reflected on the verments is checked: 1. The odometer has 2. The odometer rea	scribed on this certificate to the dit for Any Trade-in: ehicle's odometer and listed by a exceeded its mechanical limits ding is NOT the actual mileage me of Seller(s):	elow is the ACTUAL MILEAGE of
Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward on any subsequent Oklahoma title issued unless a proper release of lien has been executed.	PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE I certify to the best of m the vehicle UNLESS on Signature of Seller(s): Subscribed and Sworn to Notary Public:	I/we hereby assign and or encumbrances, if an Purchaser(s) Name (T Purchaser(s) Complet Actual Purchaser y knowledge that the ODOR of the accompanying state (NO TENTH:	warrant ownership of the vehicle de y, properly noted on this certificate. ype or Print): te Address: te Price of Vehicle, Excluding Cre WETER READING reflected on the verenents is checked: 1. The odometer has 2. The odometer rea Printed Nature of Printed N	dit for Any Trade-in:ehicle's odometer and listed be sexceeded its mechanical limits ding is NOT the actual mileage me of Seller(s):	elow is the ACTUAL MILEAGE of Warning — Odometer Discrepa
o any subsequent Oklahoma title issued unless a proper release of lien has been executed.	PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE Certify to the best of m the vehicle UNLESS on Signature of Seller(s): Subscribed and Sworn to Notary Public:	I/we hereby assign and or encumbrances, if an Purchaser(s) Name (T Purchaser(s) Complet Actual Purchaser y knowledge that the ODOR of the accompanying state (NO TENTH:	warrant ownership of the vehicle de y, properly noted on this certificate. ype or Print): te Address: te Price of Vehicle, Excluding Cre WETER READING reflected on the verenents is checked: 1. The odometer has 2. The odometer rea Printed Nature of Printed N	dit for Any Trade-in:ehicle's odometer and listed be sexceeded its mechanical limits ding is NOT the actual mileage me of Seller(s):	elow is the ACTUAL MILEAGE of Warning — Odometer Discrepa
LIENHOLDER NAME: DATE OF LIEN:	PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE I certify to the best of m the vehicle UNLESS on Signature of Seller(s): Subscribed and Sworn to Notary Public:	I/we hereby assign and or encumbrances, if an Purchaser(s) Name (T Purchaser(s) Complet Actual Purchaser y knowledge that the ODOR of the accompanying state (NO TENTH:	warrant ownership of the vehicle de y, properly noted on this certificate. ype or Print): te Address: te Price of Vehicle, Excluding Cree WETER READING reflected on the vienents is checked: 1. The odometer has 2. The odometer rea Printed National Day of Commission Expiration: signature(s). Affix notary seal/stan Printed National Day of Printed National D	dit for Any Trade-in: chicle's odometer and listed be sexceeded its mechanical limits ding is NOT the actual mileage me of Seller(s):	elow is the ACTUAL MILEAGE of Warning — Odometer Discrepa
The state of the s	PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE Certify to the best of method the vehicle UNLESS on the vehicle U	I/we hereby assign and or encumbrances, if an Purchaser(s) Name (T Purchaser(s) Complet Actual Purchaser y knowledge that the ODOR of the accompanying state (NO TENTH:	warrant ownership of the vehicle de y, properly noted on this certificate. ype or Print): te Address: te Price of Vehicle, Excluding Cre WETER READING reflected on the verenents is checked: 1. The odometer has 2. The odometer rea Printed National Day of Commission Expiration: signature(s). Affix notary seal/stan Printed National Day of Commission Expiration: LIENHOLDER INFORMA e is to be described below. Any acti	dit for Any Trade-in: chicle's odometer and listed be sexceeded its mechanical limits ding is NOT the actual mileage me of Seller(s): , 20 mp to the right. ame of Buyer(s):	elow is the ACTUAL MILEAGE of Warning — Odometer Discrepa

STATE OF OKLAHOMA VEHICLE IDENTIFICATION NUMBER YEAR MAKE TITLE NO 1FDXE4FSXFDA07194 2015 FORD 810008029229 DATE 1st SOLD DATE ISSUED **ECONOLINE** 12-Feb-2020 AGENT NO TYPE OF TITLE COLOR **ODOMETER** APPLICATION DATE M5116 White 11-Feb-2020 96604 Original DATE INS. LOSS OR SALVAGE Actual NAME AND ADDRESS OF VEHICLE OWNER TOMMY NIX AUTO GROUP LLC PO BOX 1736 **TAHLEQUAH OK 74465-1736** THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S): It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests. CONTROL NO. 48244734 (This is not a title number) (If Dealer, List License # Here: UD2804 OKLAHOMA MOTOR VEHICLE ASSIGNMENT OF TITLE BY REGISTERED OWNER I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate. \$3.50 Purchaser(s) Name (Type or Print): TAX STAMP Purchaser(s) Complete Address: 2903751 Actual Purchase Price of Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTLAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits 2. The odometer reading is NOT the actual mileage. Warning — Odometer Discrepancy BRITTANY SCHMITZER Subscribed and Sworn to Before ary PublictioState of Oklahoma Commission Expiration Porillas Commission #105 03835 Commission Expires 04-25-202 ization required only of seller's signature(s). Affix notary seal/stamp to the ri Signature of Buyer(s): Printed Name of Buver(s):

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	REASSIGNMENT OF TITLE	E BY LICI	ENSED DEALER	NUMBER:		
100	1					
PLACE OKLAHOMA	I/we hereby assign and war or encumbrances, if any, pr			scribed on this certificate to th	e following, subject	only to the lien
MOTOR VEHICLE TAX	Purchaser(s) Name (Type	or Print):_	-1			
STAMP HERE	Purchaser(s) Complete A					
				dit for Any Trade-in:		
I certify to the best of my the vehicle UNLESS one	I y knowledge that the ODOMET of the accompanying statemen	ER READIN	NG reflected on the v	ehicle's odometer and listed be	elow is the ACTUAL	MILEAGE of
	(NO TENTHS)		2. The odometer rea	s exceeded its mechanical limits ding is NOT the actual mileage.	Warning — Odome	eter Discrepan
Signature of Seller(s):_			Printed Na	me of Seller(s):		
Subscribed and Sworn to	Before me this		Day of	, 20		AM
Notary Public:		Commission	n Expiration:		Notary	Affix Seal / Stamp
	equired only of seller's sign					Here
	equired only of seller's sign					
orginature or buyer(s).			Frinted N	anie or buyer(s):		
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE		or Print):_				
	Actual Purchase Pr	rice of Veh	icle, Excluding Cre	dit for Any Trade-in:		
I certify to the best of my the vehicle UNLESS one	knowledge that the ODOMET of the accompanying statement (NO TENTHS)	nts is check	ced: The odometer has 	ehicle's odometer and listed be s exceeded its mechanical limits ding is NOT the actual mileage.		
Signature of Seller(s):_			Printed Na	me of Seller(s):		
	Before me this					
				. 20		
		Commission			Notary	Affix
			n Expiration:		Notary	Affix Seal / Stamp Here
	equired only of seller's sign		n Expiration:	np to the right.	Notary	Seal / Stamp
	equired only of seller's sign		n Expiration:		Notary	Seal / Stamp
Signature of Buyer(s):	equired only of seller's sign		n Expiration:	np to the right.	Notary	Seal / Stamp
	equired only of seller's sign	ature(s). A	n Expiration:	np to the right. ame of Buyer(s):	Notary	Seal / Stamp
Signature of Buyer(s): Any active lien or encum	equired only of seller's sign	LIENH	ffix notary seal/star Printed Notation OLDER INFORMA	ame of Buyer(s): ATION The properties of the face of		Seal / Stamp Here
Signature of Buyer(s): Any active lien or encum	equired only of seller's signature.	LIENH	ffix notary seal/star Printed Notation OLDER INFORMA	ame of Buyer(s): ATION The properties of the face of	of this certificate will	Seal / Stamp Here

EXHIBIT G

Case 4:20-cv-00959-BJ Document 101-4 Filed 08/30/21 Page 121 of 176 PageID 3876



AFC Branch:

Credit Limit

Vehicle Charges

Requested By: Burbank, David Dealer Payoff Report Pool: US POOL

Date: 11-MAY-20 Time: 02:05:56pm

Page: 1

Dealer #: 443058 Calculated Through: 11-MAY-2020

Dallas

\$500,000.00

Sort Order: VEHICLE Include Forgiven: N

Dealer Name: Michael Vernon Garrison Dba: Rock Hill Used Cars

Dealer Address: 519 Interstate Highway 30 E, Sulphur Springs Tx 75482

Phone: 903-335-8928 Fax: 903-335-8253 Mobile: 903-951-8597

Email: Dgarrison31@Hotmail.Com Restricted: Y Potential Loss: Y

Show Recovery Detail: Y

Terms 45 DAYS

Contract Charges Charge Date Description Due Date Last Paid Charge Amount Balance ---------------18-MAR-20 17-FEB-20 COURIER FEE \$0.00 \$13.15 \$13.15 =======

Contract Charges Due: \$13.15

Stock Num	VIN	Yr Model	Title Status	Floored Date	Floored Amount	Principal Due	Interest Due	Fees Due	Other Fees Write Off <recovery> Due Status Date Date Amount</recovery>	Payoff
1028	3D7ML48C2 6G178761	06 Ram 3500	Repossesse d	31-JUL-19	\$21,940.00	\$12,013.44	\$353.09	\$230.00	\$628.66 A	\$13,225.19
1029	3D7ML48A1 8G219298	08 Ram 3500	Repossesse d	31-JUL-19	\$25,440.00	\$13,929.88	\$409.43	\$230.00	\$681.19 A	\$15,250.50
1034	1FTSW21P5 7EB14538	07 F250sd	Repossesse d	21-AUG-19	\$20,440.00	\$11,184.77	\$255.11	\$230.00	\$543.00 A	\$12,212.88
1037	5UTGN2428 HM007662	17 Car Trailer	Repossesse d	04-SEP-19	\$29,740.00	\$16,273.73	\$300.14	\$230.00	\$593.48 A	\$17,397.35
1049	1GNEC16Z8 2J293191	02 Suburban	Repossesse d	25-SEP-19	\$15,280.00	\$10,451.52	\$267.82	\$435.00	\$302.84 A	\$11,457.18
1050	JM1GG12L7 61105547	06 Mazda6	Repossesse d	25-SEP-19	\$13,270.00	\$9,076.68	\$232.58	\$435.00	\$276.45 A	\$10,020.71
1053	1GRAA9224 SB029809	95 Trailer	Repossesse d	14-OCT-19	\$29,490.00	\$20,171.16	\$403.43	\$205.00	\$612.36 A	\$21,391.95
1054	2B3CJ4DV0 AH184071	10 Challenger	Repossesse d	09-OCT-19	\$14,270.00	\$9,760.68	\$207.39	\$205.00	\$457.93 A	\$10,631.00
1055	1FTSX20R8 9EA01704	09 F250sd	Repossesse d	09-OCT-19	\$22,440.00	\$15,348.96	\$326.13	\$205.00	\$550.33 A	\$16,430.42
1056	1HSHBAHNX XH659029	99 8000-Series	Repossesse d	16-OCT-19	\$28,490.00	\$19,487.16	\$371.54	\$205.00	\$589.60 A	\$20,653.30
1058	1FDNR72P7 JVA28327	88 N-Series	Repossesse d	16-OCT-19	\$18,290.00	\$12,510.36	\$238.52	\$205.00	\$484.60 A	\$13,438.48
1062	1GC0KVCG2 BZ387391	11 Silverado 2500	Repossesse d	30-OCT-19	\$16,780.00	\$14,346.90	\$417.17	\$180.00	\$547.92 A	\$15,491.99
1068	1FT7W2BTX FEC20953	15 F250sd	Repossesse d	27-NOV-19	\$30,500.00	\$30,500.00	\$1,477.28	\$145.00	\$871.50 A	\$32,993.78
1079	1FD8W3HT2 FEA32814	15 F350sd	Repossesse d	03-JAN-20	\$35,070.00	\$33,316.50	\$759.90	\$85.00	\$718.48 A	\$34,879.88
1080	1T9AS4028 5B540094	05 Trailer	Repossesse d	03-JAN-20	\$16,780.00	\$15,941.00	\$363.59	\$85.00	\$498.72 A	\$16,888.31

Status: A-Active U-Unforgiven F-Forgiven

Case 4:20-cv-00959-BJ Document 101-4 Filed 08/30/21 Page 122 of 176 PageID 3877



Burbank, David Dealer Payoff Report Pool:

Date: 11-MAY-20 US POOL Time: 02:05:56pm Dallas Page: 2

AFC Branch: 443058 Dealer #: Calculated Through: 11-MAY-2020

Include Forgiven: N Show Recovery Detail: Y Sort Order: VEHICLE

Dealer Name: Michael Vernon Garrison Dba: Rock Hill Used Cars Dealer Address: 519 Interstate Highway 30 E, Sulphur Springs Tx 75482

Phone: 903-335-8928 Fax: 903-335-8253 Mobile: 903-951-8597 Email: Dgarrison31@Hotmail.Com Restricted: Y Potential Loss: Y

Credit Limit \$500,000.00 Terms 45 DAYS

OI COI	0 1110	4500,000.				1010	15 21110				
Stock Num	VIN	Yr Model	Title Status	Floored Date	Floored Amount	Principal Due	Interest Due	Fees Otl	her Fees Write Off <i Due Status Date Date</i 	Recovery> Amount	Payoff
1081	3C63RRGL8 EG149807	14 3500	Repossesse d	08-JAN-20	\$27,980.00	\$26,581.00	\$564.78	\$85.00	\$665.06 A		\$27,895.84
1084	1FT7W2BTX FEA02463	15 F250sd	Received	15-JAN-20	\$28,490.00	\$27,065.50	\$516.02	\$85.00	\$637.90 A		\$28,304.42
1085	1GTJK3321 4F263548	04 Sierra 3500	Repossesse d	15-JAN-20	\$24,940.00	\$23,693.00	\$451.73	\$85.00	\$595.20 A		\$24,824.93
1086	1FMJU1K54 CEF09406	12 Expedition	Repossesse d	22-JAN-20	\$23,440.00	\$22,268.00	\$371.04	\$85.00	\$545.62 A		\$23,269.66
1087	1FMHK8F89 BGA68442	11 Explorer	Repossesse d	22-JAN-20	\$16,280.00	\$15,466.00	\$257.71	\$85.00	\$469.36 A		\$16,278.07
1088	3D7KU28C6 4G204039	04 Ram 2500	Repossesse d	29-JAN-20	\$20,840.00	\$20,840.00	\$612.52	\$85.00	\$679.43 A		\$22,216.95
1089	3D7MX48A3 7G804242	07 Ram 3500	Repossesse d	29-JAN-20	\$22,940.00	\$22,940.00	\$674.25	\$85.00	\$716.51 A		\$24,415.76
1090		08 Ram 2500	Repossesse	12-FEB-20	\$16,280.00	\$16,280.00	\$406.97	\$85.00	\$560.17 A		\$17,332.14
1091	1FTHX25F0 TEB25935	96 F250	Repossesse	19-FEB-20	\$12,770.00	\$12,770.00	\$291.27	\$85.00	\$491.51 A		\$13,637.78
1092		13 Freightliner	Repossesse	19-FEB-20	\$29,490.00	\$29,490.00	\$672.63	\$85.00	\$726.03 A		\$30,973.66
1093		05 Silverado 3500	Received	26-FEB-20	\$24,940.00	\$24,940.00	\$514.35	\$85.00	\$632.25 A		\$26,171.60
1094		08 Silverado 3500	Repossesse d	04-MAR-20	\$18,790.00	\$18,790.00	\$384.18	\$145.00	\$234.03 A		\$19,553.21
1095		16 Pioneer 1000-5 Deluxe		12-MAR-20	\$17,290.00	\$17,290.00	\$277.85	\$85.00	\$490.35 A		\$18,143.20
					=========				=======	=======	
			Т	otals :	\$622,690.00	\$522,726.24	\$12,378.42	\$4,475.00	\$15,800.48		\$555,380.14

Total Payoff: \$555,393.29

Status: A-Active U-Unforgiven F-Forgiven

EXHIBIT H



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014760

443058-1049

Region/Contact

Vehicle Description

Mileage

VIN

2002 Chevrolet Suburban

318,890

1GNEC16Z82J293191

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 600.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Title Fee	Titles		\$ 55,00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$279.00 Net Proceeds: \$321.00

orenda.limmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS		
VEHICLE SALE Sale Price: \$600.00 Auctioneer: Wade Shaw			
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 170 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20805125000099 Certificate of Origin: No	Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the	the mileage upo ometer for this Ve knowledge that	n transfer of ownership. Providing false information may ehicle now reads identically to the Mileage stated on this Bill this reflects the actual mileage of the Vehicle, unless
VEHICLE INFORMATION VIN: 1GNEC16Z82J293191 Stock #: 827830 2002 CHEVROLET SUBURBAN, White, LS Body Style: 4DR 1500 Odometer: 318,890 Miles Client Unit ID: 15014760	imits. Seller hereby certifies that the odometer reading is NOT the ac		
Category: RRP	SELLER: PAR/AFC Corporate	BUYER:	LANES MOTORS AND USED CARS LLC
VEHICLE OPTIONS 8 Cylinder Gas, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD, Rear Wheel Drive, 7 Passenger, Leather Interior, Power Driver Seat, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,	11299 N. Illinois Street. Carmel, IN 46032 (317) 815-9645		LANES MOTORS AND USED CARS LLC 8906 LANDERS ROAD SHERWOOD, AR 72120 (501) 351-5772 License: AR/M9299
CERTIFICATIONS			
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list. Signature on File.		epresentative: Daniel Perez wre on File
ACT AND THE STATE OF THE STATE	SELLER	BUYER	

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREPLLY FOR IMPORTANT INFORMATION ON ARBITACTION CUIDELINES FOR THIS VEHICLE, INCLUDING ARBITACTION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, cludding a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contraction to this type of vehicle in the applicable state at the time of purchase.

Printed: 6/5/2020 9:08:59 AM

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

BUYER:

LANES MOTORS AND USED CARS LLC

LANES MOTORS AND USED CARS LLC

8906 LANDERS ROAD SHERWOOD, AR 72120

(501) 351-5772

SALE INFORMATION Sale Date: 6/4/2020

Lot #: F 170 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1GNEC16Z82J293191 2002, CHEVROLET, SUBURBAN, White, LS, 4DR 1500

Stock #: 827830

Odometer: 318,890 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000099

Certificate of Origin: No

VEHICLE SALE

Description

Notes Amount

Vehicle Sale

(\$600.00)

Recon - Wash and Vac

\$75.00 14

\$30.00

EPA Fee

Seller Fee

\$4.00

Total: (\$491.00) Net Due: (\$491.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (nel)

(\$4.00)

Total: \$491.00

Issue ACH W/O Tran (net) issue ACH W/O Tran (net) (\$30.00) (\$75.00)

Issue ACH W/O Tran (nel)

\$600.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate. Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014764

443058-1050

Region/Contact

Vehicle Description

Mileage

VIN

2006 Mazda Mazda6

160,578

JM1GG12L761105547

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 1,200.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75,00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$454.00 Net Proceeds: \$746.00

brenda.limmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS	
VEHICLE SALE Sale Price: \$1,200.00 Auctioneer: Wade Shaw		
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 160 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number; IN/20806125000148 Certificate of Origin: No	Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing false information may ometer for this Vehicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless
VEHICLE INFORMATION VIN: JM1GG12L761105547 Stock #: 828716 2006 MAZDA MAZDA6, Grey, GRAND TOURING MAZDAS Body Style: 4DR SDN Odometer: 160,578 Miles Client Unit ID: 15014764	Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the ac	odomater reading reflects the amount of mileage in excess of its mechanical tual mileage. WARNING - ODOMETER DISCREPANCY
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: HONDO MOTORS 920 S BUCKNER BLVD
VEHICLE OPTIONS 4 Cylinder Gas Turbo, 6 Speed Transmission, Sun Roof, Air Conditioning, AM\FM\CD, Drive Train - All Wheel, 5 Passenger, Leather Interior, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	DALLAS, TX 75217 (214) 391-6777 License: TX/P121593
CERTIFICATIONS	SELLING REPRESENTATIVE: Selling Representative not in list	TI DONG PETERFORMATAUS AUGUS AUGUS
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	Signature on Ale	BUYING REPRESENTATIVE: NAZIR AHMAD
	SELLER	BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION QUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Still of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund, Buyer hereby grants to Auction Company a security interest (including o purchase money security interest, where applicable in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Printed: 6/5/2020 9:09:05 AM

Invoice to Seller SELLER: BUYER: PAR/AFC Corporate HONDO MOTORS ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 11299 N. Illinois Street 920 S BUCKNER BLVD (972) 225-6000 Carmel, IN 46032 DALLAS, TX 75217 (317) 815-9645 (214) 391-6777 SALE INFORMATION 2006, MAZDA, MAZDA6, Grey, GRAND TOURING MAZDAS, 4DR SDN VEHICLE INFORMATION Sale Date: 6/4/2020 Lot #: F 160 Sale Type: Consignment Sale Stock #: 828716 VIN: JM1GG12L761105547 **Ddometer: 160,578 Miles** PAY PROCEEDS TO: PAR North America 11299 N. Illinois StreetSuite 300 Carmel, IN 46032 (317) 818-4500 PAYMENT TYPE: ACH W/O Tran TITLE INFORMATION Title State/Number: IN/20806125000148 Certificate of Origin: No VEHICLE SALE Description Amount Notes Vehicle Sale (\$1,200.00) Seller Fee \$75.00 Recon - Wash and Vac \$30.00 LT EPA Fee \$4,00

PAYMENTS AND ADJUSTMENTS | Issue ACH W/O Tran (net) | (\$4.00) | Issue ACH W/O Tran (net) | (\$175.00) | Issue ACH W/O Tran (net) | (\$30.00) | Issue ACH W/O Tran (net) | (\$75.00) | Issue ACH W/O Tran (net) | Issue ACH W/O Tran (net) | \$1,200.00

\$175.00

(\$916.00)

(\$916.00)

Sublet: Transportation

Total:

Net Due:

DALLAS TOWBOYS INV 105547

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

Printed: 6/5/2020 9:09:05 AM



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014769

443058-1055

Region/Contact

Vehicle Description

Mileage

VIN

2009 Ford F250SD

999,999

1FTSX20R89EA01704

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 1,200.00

Charge Description	Charge Type	Comments	Amount
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$420.00 Net Proceeds: \$780.00

brenda.timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO TMU AS IS	
VEHICLE SALE Sale Price: \$1,200.00 Auctioneer: Bandy Assiter		
SALE INFORMATION	ODOMETER DISC	CLOSURE STATEMENT
Sale Date: 6/4/2020 Lot #: T 989 Sale Type: Consignment Sale	result in fines and/or imprisonment. Seller hereby states that the odd	the mileage upon transfer of ownership. Providing false information may imeter for this Vehicle now reads identically to the Mileage stated on this Bili
TITLE INFORMATION	of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	knowledge that this reflects the actual mileage of the Vehicle, unless
Title State/Number: IN/20805130000390 Certificate of Origin: No	 Seller hereby certifies that to the best of his/her knowledge the limits. 	odometer reading reflects the amount of mileage in excess of its mechanical
VEHICLE INFORMATION VIN: 1FTSX20R89EA01704 Stock #: 827882 2009 FORD SUPER DUTY F-250, White, 2WD SUPERCAB 158 XL Body Style: 4 DOOR 2WD Odometer: 999,999 Miles Client Unit D; 15014769	☐ Seller hereby certifies that the odometer reading is NOT the act	tual mileage, WARNING - ODOMETER DISCREPANCY.
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: GL EXPRESS LLC
		GL EXPRESS LLC
VEHICLE OPTIONS 8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AMIFM Radio, Rear Wheel Drive, 5 Passenger, Vinyl Interior, Air Bag - Dual, Power Steering, Cruise Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	60 ASBURY RD STE# 326 HACKETTSTOWN, NJ 07840 (347) 962-9254 License: NJ/07217U
CERTIFICATIONS		
	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE: LEVAN NAZGAIDZE
AUCTION LIGHTS		Signature on File
Red Light - As Is Yellow Light - Caution Blue Light - Title Received	Signature on File	
*This yehicle is sold AS IS - No Arbitration	SELLER	BUYER
Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein sub reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT and is responsible for all disclosures, including odometer and mileage. This Bit of Sale is not an invoice. For Auction Company a security interest (including a purchase money security interest, where applicable) in the deelership is properly itensed to engage in transactions for this type of vehicle in the applicable in the	all amounts due, please refer to invoices in your account. Title to the Vehicle will n /ehicle, which shall continue until all funds are collected with respect to such sale.	ot pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to

Printed: 6/5/2020 9:08:57 AM

Page 1 of 2

Invoice to Seller

11299 N. Illinois Street

Carmel IN 46032

(317) 815-9645

	1
1	1
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A	DESA

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 SELLER: PARIAFC Corporate

BUYER:

GL EXPRESS LLC

GL EXPRESS LLC

60 ASBURY RD STE# 326 HACKETTSTOWN, NJ 07840

(347) 962-9254

SALE INFORMATION

Sale Date: 6/4/2020 Lot

Lot #: T 989 Sale Type: Consignment Sale

VEHICLE INFORMATION
VIN: 1FTSX20R89EA01704

2009, FORD, SUPER DUTY F-250, White, 2WD SUPERCAB 158 XL, 4 DOOR 2WD

Stock #: 827882

Odometer: 999,999 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSulte 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806130000390

Certificate of Origin: No

VEHICLE SALE

Description

Amount Notes

Vehicle Sale

(\$1,200.00)

Seller Fee

\$75.00

Sublet: Transportation

5.00 Pick Up from SULPHUR SPRINGS to Hutchins

\$175.00 Pick Up from SULPHUR SPE VIN: 1FTSX20R89EA01704.

Total: (\$950.00) Net Due: (\$950.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) (\$175.00)

Issue ACH W/O Tran (net)
Issue ACH W/O Tran (net)

(\$75,00)

Total: \$950,00

\$1,200.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014775

443058-1062

Region/Contact

Vehicle Description

Mileage

VIN

2011 Chevrolet Silverado 2500

267,242

1GC0KVCG2BZ387391

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 2,000.00

Charge Description	Charge Type	Comments	Amount
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$290.00 Net Proceeds: \$1,710.00

brenda.timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO AS IS			
VEHICLE SALE Sale Price: \$2,000.00 Auctioneer: Bandy Assiter				
SALE INFORMATION	ODOMETER DISC	CLOSURE STATEMENT		
Sale Date: 6/4/2020 Lot #: T 1004 Sale Type: Consignment Sale	Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill			
TITLE INFORMATION Title State/Number: IN/20806125000161 Certificate of Origin: No VEHICLE INFORMATION VIN: 1GC0KVCG2BZ387391 Stock #: 827860 2011 CHEVROLET SILVERADO 2500HD, White, WORK TRUCK Body Style: 4V/D REG CAB 133.7 Odometer: 267,242 Miles Client Unit ID: 15014775 Category: RRP	limits. Seller hereby certifies that the odometer reading is NOT the act			
Salegary, Tital	SELLER: PAR/AFC Corporate	BUYER: P P D AUTO DIVISION LLC		
		P P D AUTO DIVISION LLC		
VEHICLE OPTIONS 8 Cylinder Gas, Automatic Transmission, Hard Top, Air Conditioning, AMNFM Radio, 4WD, 3 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Traction Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	5620 SOUTHMOST RD BROWNSVILLE, TX 78521 (956) 509-0587 License: TX/P110589		
CERTIFICATIONS				
	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE: RAUL PIZANA		
AUCTION LIGHTS				
Red Light - As Is Blue Light - Title Received	Signature on File.	BUYER		
Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein sub				

Buyer and Solier agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adess.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GORD THIS VEHICLE, INCL UDING ARBITRATION PERIOD AND ELIGIBLE C. Likhts. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your eccount. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest; (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all hunds are collected with respect to such sale. Alternion Dealars: As a party to this sale contractivity of vehicle in the applicable state at the time of purchase.

Printed: 6/5/2020 9:08:58 AM

Invoice to Seller SELLER: PAR/AFC Corporate BUYER: P P D AUTO DIVISION LLC **ADESA Dallas** 3501 Lancaster Hutchins Road PPD AUTO DIVISION LLC Hutchins, TX 75141 11299 N. Illinois Street 5620 SOUTHMOST RD (972) 225-6000 Carmel, IN 46032 BROWNSVILLE, TX 78521 (317) 815-9645 (956) 509-0587 2011, CHEVROLET, SILVERADO 2500HD, White, WORK TRUCK, 4WD REG CAB 133.7 SALE INFORMATION VEHICLE INFORMATION Sale Date: 6/4/2020 Lot #: T 1004 Sale Type: Consignment Sale Stock #: 827860 VIN: 16C0KVCG2BZ387391 Odometer: 267,242 Miles PAY PROCEEDS TO: PAR North America 11299 N. Illinois StreetSuite 300 Carmel, IN 46032 (317) 818-4500 PAYMENT TYPE: ACH W/O Tran TITLE INFORMATION Title State/Number: IN/20806125000161 Certificate of Origin: No VEHICLE SALE Description Notes Amount Vehicle Safe (\$2,000.00) Seller Fee \$75.00 Mechanical Work - Labor \$45.00 NO START - APPROVED 5.19 MS//TRANS & TRANSFER CASE MISSING, REC VIDEO (\$1,880.00) Total: Net Due: (\$1,880.00) PAYMENTS AND ADJUSTMENTS issue ACH W/O Tran (net) (\$75.00) Issue ACH W/O Tran (net) \$2,000.00 Issue ACH W/O Tran (net) (\$45.00) Total: \$1,880.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, tilling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

Printed: 6/5/2020 9:08:58 AM



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014783

443058-1081

Region/Contact

Vehicle Description

Mileage

VIN

2014 Ram 3500

149,464

3C63RRGL8EG149807

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 15,600.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$454.00 Net Proceeds: \$15,146.00

brenda.timmons

ADESA Dailas 3501 Lancaster Hulchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS	
VEHICLE SALE Sale Price: \$15,600.00 Auctloneer: Wade Shaw		
SALE INFORMATION Sale Date: 6/4/2020	Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the odd	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing false information may ometer for this Vehicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless
Title State/Number: IN/20806125000176 Certificate of Origin: No VEHICLE INFORMATION VIN: 3C63RRGL8EG149807 Stock #: 828856 2014 RAM 3500, White, TRADESMAN Body Style: 4V/D CREW CAB 169 Odometer: 149,464 Miles Client Unit ID: 15014783		odometer reading reflects the amount of mileage in excess of its mechanical tual mileage. WARNING - ODOMETER DISCREPANCY
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: GLOBAL MOTOR CARS GLOBAL AUTO MOTORS LLC
VEHICLE OPTIONS 6 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AMVFM Radio, 4WD, 5 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	620 HIGHWAY 6 S HOUSTON, TX 77079 (346) 402-5949 License: TX/P113119
CERTIFICATIONS		
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE: FAHEEM CHANDA Signature on File
	SELLER	BUYER

Printed: 6/5/2020 9:09:01 AM

		Invoice to Se	ller	
ADESA Dallas 3501 Lancaster Hutchins R Hutchins, TX 75141 (972) 225-6000	toad	SELLER: PAR/AFC Corporate 11299 N. Illino s Street Carmel, IN 46 J32 (317) 815-9645	BUYER:	GLOBAL MOTOR CARS GLOBAL AUTO MOTORS LLC 620 HIGHWAY 6 S HOUSTON, TX 77079 (346) 402-5949
SALE INFORMATION ale Date: 6/4/2020 Lot #: F 156	Sale Type: Consignment Sale	VEHICLE INFORMATION VIN: 3C63RRGL8EG149807	2014, RAM, 3500, White, TRADESM, Stock #: 828856	AN, 4WD CREW CAB 169 Odometer: 149,464 Miles
PAY PROCEEDS TO: PAR North. 11299 N. III Carmel, IN. (317) 818-4 PAYMENT TYPE: ACH W/O T	America nois StreetSuite 300 46032 500			
TITLE INFORMATION Fitle State/Number: IN/20806125000176	Certificate of Origin: N	0		
/EHICLE SALE				
Description Amount Vehicle Sale (\$15,600.00) Seller Fee \$75.00	Notes			
Recon - Wash and Vac \$30.00 EPA Fee \$4.00	L5			
Sublet: Transportation \$175.00	DALLAS TOWBOYS INV 149807			
Total: (\$15,316.00)				
Net Due: (\$15,316.00)				
Total: \$15,316,00 Issu	a ACH W/O Tran (net) (\$4.00) a ACH W/O Tran (net) (\$175.00) a ACH W/O Tran (net) (\$30.00) a ACH W/O Tran (net) (\$75.00) a ACH W/O Tran (net) \$15,600.00			

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase. Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014787

443058-1086

Region/Contact

Vehicle Description

Mileage

VIN

2012 Ford Expedition

115,038

1FMJU1K54CEF09406

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 8,600.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$424.00 Net Proceeds: \$8,176.00

brenda.timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS		
VEHICLE SALE Sale Price: \$8,500,00 Auctioneer: Wade Shaw			
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 148 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20806125000182 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the test of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.		
VEHICLE INFORMATION VIN: 1FMJU1K54CEF09406 Stock #: 827811 2012 FORD EXPEDITION, White, LIMITED Body Style: 2WD 4DR Odometer: 115,038 Miles Client Unit ID: 15014787	Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the act	odometer reading reflects the amount of mileage in excess of its mechanical tual mileage. WARNING - ODOMETER DISCREPANCY.	
Category: RRP	SELLER: PAR/AFC Gorporate	BUYER: GLK AUTO GROUP LLC GLK AUTO GROUP LLC	
VEHICLE OPTIONS 8 Cylinder Gas, Automatic Transmission, Sun Roof, Dual - AC, AM\FM\CD, Rear Wheel Drive, 7 Passenger, Leather Interior, Power Driver and Passenger Seats, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control, Navigational System, Memory Seat, Strius Satellite Radio, Bluetooth, Power Liftgate, Back-up Camera.	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051 (972) 237-2736 License: TX/P130474	
CERTIFICATIONS	SELLING REPRESENTATIVE; Selling Representative not in list	BUYING REPRESENTATIVE: HECTOR HERNANDEZ	
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	Signature on File	BUYER	

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY POR IMPORTANT INFORMATION ON ARBITRATION QUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS, Seller is the transferor of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Still of Sale not as invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle upyer until all support until all support until all support until all support and an account of the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Designs: As a party to this sale contractivity of the sale, you are representing that your dealership is properly licenseed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Printed: 6/5/2020 9:08:53 AM Page 1 of 2

Invoice to Seller

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A	DESA	ĭ

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645

BUYER: GLK AUTO GROUP LLC

GLK AUTO GROUP LLC

2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051 (972) 237-2736

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 148 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1FMJU1K54CEF09406 2012, FORD, EXPEDITION, White, LIMITED, 2WD 4DR

Stock #: 827811

Odometer: 115,038 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000182

Certificate of Origin: No

(\$30.00)

(\$4.00)

VEHICLE SALE

Description

Notes Amount

Vehicle Sale

(\$8,600,00)

Seller Fee Recon - Wash and Vac \$75.00 \$30,00

EPA Fee

\$4.00 \$145.00

Sublet: Transportation

LOAD 15398318

L3

(\$8,346.00)

Net Due: (\$8,346.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

Total: \$8,346.00

Issue ACH W/O Tran (net) (\$145.00) Issue ACH W/O Tran (net) (\$75.00) Issue ACH W/O Tran (net) \$8,500.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Selfer or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Selfer or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014789

443058-1088

Region/Contact

Vehicle Description

Mileage

VIN

2004 Dodge Ram 2500

149,070

3D7KU28C64G204039

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$4,200.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 90.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$510.00 Net Proceeds: \$3,690.00

brenda.timmons

ADESA Dallas 3501 Lencaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS AS IS		
VEHICLE SALE Sale Price: \$4,200,00 Auctioneer: Wade Shaw			
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 155 Sale Type; Consignment Sale TITLE INFORMATION Title State/Number: IN/20806125000187 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above. The Seller hereby cardifer that to the heat high fact to the operation and certifies the complete reading reflects the amount of mileage in excess of its machanical.		
VEHICLE INFORMATION VIN: 3D7KU28C64G204039 Stock #; 827947 2004 DODGE RAM 2500, Beige, SLT Body Style: 4DR QUAD CAB 160.5 Odometer: 149,070 Miles Client Unit ID: 15014789	 ☐ Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. ☐ Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY. 		
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: SHORT MOTOR COMPANY SHORT ENTERPRISES INC	
VEHICLE OPTIONS 6 Cylinder Diesel, Automatic Transmission, Hard Top. Air Conditioning, AM\FM\Cass\CD, 4WD, 5 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	4362 MCCART AVE FORT WORTH, TX 76115 (817) 988-2629 License: TX/P7946	
CERTIFICATIONS			
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list Signature on File	BUYING REPRESENTATIVE: BRADY SHORT	
	SELLER	BUYER	

Buyer and Seller agrine that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREPULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION DEAD FOR THIS VEHICLE, INCLUDING ARBITRATION DEAD FOR THIS VEHICLE, INCLUDING ARBITRATION OF A BUT AND EXCEPT THE VEHICLE INCLUDING ARBITRATI

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Invoice to Seller

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

BUYER:

SHORT MOTOR COMPANY

SHORT ENTERPRISES INC

11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645

4362 MCCART AVE FORT WORTH, TX 76115

(817) 988-2629

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 155 Sale Type: Consignment Sale

VEHICLE INFORMATION

2004, DODGE, RAM 2500, Beige, SLT, 4DR QUAD CAB 160.5

VIN: 3D7KU28C64G204039

Stock #: 827947

Odometer: 149,070 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Notes

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000187

Certificate of Origin: No

VEHICLE SALE

Description

Amount

Vehicle Sale Seller Fee

(\$4,200.00) \$75.00

Mechanical Work - Labor Sublet: Transportation

\$90.00

\$175.00

NO START - APPROVED 5.19 MS//DIAG NO START REPAIRED SHIFT CABLE AND ADJUSTED, RUNS AND DRIVES

Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7KU28C64G204039.

Total: (\$3,860.00) Net Due: (\$3,860.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

Total: \$3,860.00

(\$90.00) (\$75.00) \$4,200.00

(\$175.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer, When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase. Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014794

443058-1090

Region/Contact

Vehicle Description

Mileage

VIN

2008 Dodge Ram 2500

237,483

3D7KR28A48G116225

Auction

Sale Date

0.0

Sale Price

ADESA DALLAS

06/04/2020

\$3,600.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 95.00
Mechanical Work - Labor	Auction	RECON: Body Work	\$ 100.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25,00

Total Charges: \$365.00 Net Proceeds: \$3,235.00

ANNOUNCEMENTS AS IS OWNER AFC-DALLAS		
ODOMETER DIS	CLOSURE ST	ATEMENT
Federal law (and state law, if applicable) requires the Seller to state	the mileage upo	n transfer of ownership. Providing false Information may
disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the limits.	odometer readir	ng reflects the amount of mileage in excess of its mechanical
SELLER: PAR North America	BUYER:	DFW TRUCKS
		ZAMORA PEREZ INVESTMENTS LLC
7835 Woodland Dr Suite 150 Indianapolis, IN 46278 (317) 818-4500		3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300 License: TX/P101346
1		
	ODOMETER DISC Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the od of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is not	ODOMETER DISCLOSURE ST/ Federal law (and state law, if applicable) requires the Seller to state the mileage upo result in fines and/or imprisonment. Seller hereby states that the odometer for this Vi of Sale under Vehicle information and certifies to the best of Seller's knowledge that disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the odometer readir limits. Seller hereby certifies that the odometer reading is NOT the actual mileage. W/ SELLER: PAR North America 7835 Woodland Dr Suite 150 Indianapolis, IN 46278

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adeaa.com, and scient. Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CARREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION COUNTY. INFORMATION CONTROLLED, INCLUDION SCIENT COUNTY. INFORMATION CONTROLLED, INSECTION SCIENT COUNTY. INFORMATION COUNTY COUNTY. INFORMATION COUNTY COUNTY. INFORMATION COUNTY COUNTY. INFORMATION COUNTY COUNTY COUNTY. INFORMATION COUNTY COUNTY COUNTY COUNTY. INFORMATION COUNTY CO

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7835 Woodland Dr Suite 150

Indianapolis, IN 46278

(317) 818-4500

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR North America

BUYER: **DFW TRUCKS**

ZAMORA PEREZ INVESTMENTS LLC

3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 167 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 3D7KR28A48G116225 2008, DODGE, RAM 2500, Silver, SLT, 2WD QUAD CAB 140.5

Stock #: 827929

Odometer: 237,483 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetAttn: PAR Accounting

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000199

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale

Amount (\$3,600.00)

Seller Fee Body Shop - Labor \$95.00

\$100.00 DE ID - APPROVED 5.29 MS

Total:

(\$3,405.00)

(\$3,405.00) Net Due:

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)

(\$100.00) (\$95.00) \$3,500.00

Total: \$3,405.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014749

443058-1028

Region/Contact

Vehicle Description

Mileage

VIN

2006 Dodge Ram 3500

204,874

3D7ML48C26G178761

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$6,000.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON; Wash	\$ 30.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$499.00 Net Proceeds: \$5,501.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS		
VEHICLE SALE Sale Price: \$6,000.00 Auctioneer: Wade Shaw	3		
SALE INFORMATION	ODOMETER DISC	LOSURE STA	ATEMENT
TITLE INFORMATION Title State/Number: IN/2080612500045 Certificate of Origin; No VEHICLE INFORMATION VIN: 3D7ML48C26G178761 Stock #: 827973 2006 DODGE RAM 3500, Silver, SLT Body Style: 4DR QUAD CAB 160,5 D Odometer: 204,874 Miles Client Unit ID: 15014749	result in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the act	knowledge that odometer readir	this reflects the actual mileage of the Vehicle, unless any reflects the amount of mileage in excess of its mechanical
Category: RRP	SELLER: PAR/AFC Corporate	BUYER:	DFW TRUCKS
VEHICLE OPTIONS 5 Cylinder Diesel, Automatic Transmission. Hard Top, Air Conditioning, AM\FM\CD, Rear Wheel Drive, 5 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, CERTIFICATIONS	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645		ZAMORA PEREZ INVESTMENTS LLC 3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300 License: TX/P101346
	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING R	EPRESENTATIVE: LEOPOLDO ZAMORA
AUCTION LIGHTS) <u></u>
Red Light - As Is Blue Light - Title Received	Signature on File.		

Buyer and Sellier agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including addometer and mileage. This Bill of Sale is not an invoice, For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 SELLER: PAR/AFC Corporate

11299 N. Illinois Street Cermel, IN 46032

(317) 815-9645

BUYER:

DFW TRUCKS

ZAMORA PEREZ INVESTMENTS LLC

3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300

SALE INFORMATION

Sale Date: 6/4/2020 Lot #: F 1

Lot #: F 166 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 3D7ML48C26G178761 2006, DODGE, RAM 3500, Silver, SLT, 4DR QUAD CAB 160.5 D

Stock #: 827973

Odometer: 204,874 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/2080612500045

Certificate of Origin; No

VEHICLE SALE

Description Vehicle Sale

Mechanical Work - Labor

Amount Notes (\$6,000.00)

Seller Fee

\$75.00 \$45.00

Recon - Wash and Vac \$30 EPA Fee \$4

\$30.00

Sublet: Transportation \$175.00.

Total: (\$5,671.00)

Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7ML48C26G178761.

(\$75.00)

\$6,000.00

DIAG NO START, BLED FUEL SYSTEM TO

(\$5,671.00)

PAYMENTS AND ADJUSTMENTS

Net Due:

Issue ACH W/O Tran (net)
Issue ACH W/O Tran (net)
Issue ACH W/O Tran (net)

MAKE RUN

Total: \$5,671.00

 Issue ACH W/O Tran (net)
 (\$4,00)

 Issue ACH W/O Tran (net)
 (\$30,00)

 Issue ACH W/O Tran (net)
 (\$45,00)

 Issue ACH W/O Tran (net)
 (\$175,00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, (Icensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014755

443058-1034

Region/Contact

Vehicle Description

Mileage

VIN

2007 Ford F250SD

253,209

1FTSW21P57EB14538

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$3,000.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Remarketing Fee	Auction		\$ 75.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$465.00 Net Proceeds: \$2,535.00

brenda, timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO AS IS				
VEHICLE SALE Sale Price: \$3,000.00 Auctioneer: Bandy Assiter					
SALE INFORMATION	ODOMETER DISC	CLOSURE STATEMENT			
Sale Date: 6/4/2020 Lot #: T 990 Sale Type: Consignment Sale		the mileage upon transfer of ownership, Providing false information may meter for this Vehicle now reads identically to the Mileage stated on this Bill			
TITLE INFORMATION Title State/Number: IN/20806125000119 Certificate of Origin: No	of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above, Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical				
VEHICLE INFORMATION VIN: 1FTSW21P57EB14538 Stock #: 827871 2007 FORD SUPER DUTY F-250, Grey , LARIAT Body Style: 4WD CREW CAB 172 LA Odometer: 253,209 Miles Client Unit ID: 15014755	limits. Seller hereby certifies that the odometer reading is NOT the act				
Calegory: RRP	SELLER: PAR/AFC Corporate	BUYER: RIOS AUTO SALES			
VEHICLE OPTIONS 8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AM\FM Radio, 4WD, 5 Passenger, Leather Interior, Air Bag - Dual, Power Steering.	11299 N, Illinois Street Carmel, IN 45032 (317) 815-9645	3202 E MAIN ST GRAND PRAIRIE, TX 75050 (214) 724-3646 License: TX/P45304			
CERTIFICATIONS					
	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE: REFUGIO PEREZ			
AUCTION LIGHTS		Signature on File			
Red Light - As Is Blue Light - Title Received	SIGNATURE ON FILE.	BUYER			

Buyer and Seller agree that the Vehicle described herein is bought and sold for the prize reflected herein subject to the Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CARREFUNDED FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE. INCLUDING PERIOD AND ELIGIBLE CLAIMS. Seller is the transletor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Safe is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the high continue until all funds are collected with respect to such sale. Altention Deafers: As a party to this sale contractfaill of sale, you are representing that your dealership is properly ilcensed to engage in transactions for this type of vehicle in the applicable sale at the time of purchase.

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PARIAFC Corporate

BUYER:

RIOS AUTO SALES

11299 N. Illinois Street Cermel, IN 46032 (317) 815-9645

3202 E MAIN ST GRAND PRAIRIE, TX 75050

(214) 724-3645

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: T 990 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1FTSW21P57EB14538 2007, FORD, SUPER DUTY F-250, Grey, LARIAT, 4WD CREW CAB 172 LA

Stock #: 827871

Odometer: 253,209 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Notes

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000119

Certificate of Origin: No

VEHICLE SALE

Description

Amount

Vehicle Sale Seller Fee

(\$3,000.00) \$75.00

Mechanical Work - Labor

\$45.00 \$175.00

Sublet: Transportation Total:

Net Due:

PAYMENTS AND ADJUSTMENTS

(\$2,705.00) (\$2,705.00)

Check No Start - APPROVED 5.29 MS/Injection pump is bad. Rec video Pick Up from SULPHUR SPRINGS to Hutchins

VIN: 1FTSW21P57EB14538.

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$45.00) (\$75.00)

Total: \$2,705.00

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) \$3,000.00 (\$175.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, littling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014767

443058-1054

Region/Contact

Vehicle Description

Mileage

VIN

2010 Dodge Challenger

155,164

2B3CJ4DV0AH184071

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 4,400.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 95.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$444.00 Net Proceeds: \$3,956,00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS	
VEHICLE SALE Sale Price; \$4,400.00 Auctioneer: Wade Shaw		*1
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 158 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20806127000114 Certificate of Origin: No	Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing talse information may ometer for this Vehicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless
VEHICLE INFORMATION VIN: 2B3CJ4DV0AH184071 Stock #: 827820 2010 DODGE CHALLENGER, Black, SE Body Style: 2DR CPE Odometer: 155,164 Miles Client Unit ID: 15014767	Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the ac	odometer reading reflects the amount of mileage in excess of its mechanical tual mileage, WARNING - ODOMETER DISCREPANCY,
Category: RRP	SELLER: PAR North America	BUYER: A-TEAM MOTORS LLC
VEHICLE OPTIONS 6 Cylinder Gas, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD, Rear Wheel Drive, 5 Passenger, Cloth Interior, Power Driver Seat, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,	7835 Woodland Dr Suite 150 Indianapolis, IN 46278 (317) 818-4500	A-TEAM MOTORS LLC 3607 W ROOSEVELT DR LITTLE ROCK, AR 72204 (501) 954-0343 License: AR/M10406
CERTIFICATIONS	SELLING REPRESENTATIVE: Selling Representative not in list	DIVINO PEDEFECTATIVE MAI ACUI AVINO
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	Signature on File.	BUYING REPRESENTATIVE: MALACHI AKINS Signature on File
	SELLER	BUYER

Buyer and Selier agree that the Vehicle described herein is bought end sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adeac.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CARREPLLY FOR IMPACTION ON ARBITRATION OR RABITRATION GUIDELINES FOR THIS VEHICLE. INCLUDING ARBITRATION DEFRICO AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all tunds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/foill of sale, you are representing that your dealership is perportly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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				Invoice to S	eller		
3501 Lar	SA Dallas caster Hutchins TX 75141 5-6000		s	7835 Woodland Dr Suit Indianapolis, IN 46278 (317) 818-4500		BUYER:	A-TEAM MOTORS LLC A-TEAM MOTORS LLC 3607 W ROOSEVELT DR LITTLE ROCK, AR 72204 (501) 954-0343
BALE INFORMATION	(v. 4x 5 12 per	1 5 4 1 1 1 5		/EHICLE INFORMATION	2010, DODGE, CHAL	LENGER, Black	SE, 2DR CPE
ale Date: 6/4/2020	Lot #: F 158	Sale Type: Consign	ment Sale	/IN: 2B3CJ4DV0AH184071	Stock #: 827820		Odometer: 155,164 Miles
PAY PROCEEDS TO:	PAR North 11299 N. Carmel, IN (317) 818- ACH W/O	Illinois StreetAttn: PAR / 4 46032 -4500	Accounting				
TITLE INFORMATION Title State/Number: IN/2080612	27000114	Certific	ate of Origin: No				
/EHICLE SALE	.V4770						
Description	Amount	Notes					
Vehicle Sale	(\$4,400.00)						
Seller Fee	\$95.00						
Recon - Wash and Vac	\$30.00	L4					
EPA Fee	\$4.00						
Sublet: Transportation	\$145.00	LOAD 15398317					
Total:	(\$4,126.00)						
Net Due:	(\$4,126.00)						
PAYMENTS AND ADJUST	Iss	ue ACH W/O Tran (net) ue ACH W/O Tran (net) ue ACH W/O Tran (net)	(\$4.00) (\$30.00) (\$145.00) (\$95.00)				

Buyer agrees to pay such taxes to Seller at time of purchase. Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014776

443058-1068

Region/Contact

Vehicle Description

Mileage

VIN

2015 Ford F250SD

189,990

1FT7W2BTXFEC20953

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 23,000.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN; Environmental Fee	\$4.00
Remarketing Fee	Auction		\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$279.00 Net Proceeds: \$22,721.00

hrenda timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS AS IS	
VEHICLE SALE Sale Price: \$23,000.00 Auctioneer: Wade Shaw		
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 165 Sale Type: Consignment Sale	Federal law (and state law, if applicable) requires the Seller to state	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing false information may ometer for this Vehicle now reads identically to the Mileage stated on this Bill
TITLE INFORMATION Title State/Number: IN/20806125000107 Certificate of Origin: No VEHICLE INFORMATION VIN: 1FT7W2BTXFEC20953 Stock #: 827809 2015 FORD SUPER DUTY F-250 SRW, Black, LARIAT Body Style: CREW CAB Odometer: 189,990 Miles Client Unit ID: 15014776	disclosed otherwise in the Announcements above.	knowledge that this reflects the actual mileage of the Vehicle, unless odometer reading reflects the amount of mileage in excess of its mechanical tual mileage, WARNING - ODOMETER DISCREPANCY.
VEHICLE OPTIONS 8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Dual - AC, AM\FM\CD, 4WD, 5 Passenger, Leather Interior, Power Driver and Passenger Seats, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Windows, Traction Control, Navigational System, Memory Seat, Sirius Satellite Radio, Bluetooth,	SELLER: PAR/AFC Corporate 11299 N, Illinois Street Carmel, IN 45032 (317) 815-9645	BUYER: ALPHA AUTOPLEX RALLY FINANCE INC 3090 N STEMMONS FWY DALLAS, TX 75247 (214) 597-3003 License: TX/P137745
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list Signature on File. SELLER	BUYING REPRESENTATIVE: THAYER ALHINDI BUYER

Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

BUYER: **ALPHA AUTOPLEX**

RALLY FINANCE INC

11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645

3090 N STEMMONS FWY DALLAS, TX 75247 (214) 597-3003

SALE INFORMATION

Sale Date: 6/4/2020 Lot #: F 165 Sale Type: Consignment Sale VEHICLE INFORMATION VIN: 1FT7W2BTXFEC20953 2015, FORD, SUPER DUTY F-250 SRW, Black, LARIAT, CREW CAB

Stock #: 827809

Odometer: 189,990 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000107

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale

(\$23,000.00)

Seller Fee

\$75.00

Amount

Recon - Wash and Vac

\$30.00 1,3

EPA Fee

\$4.00

(\$22,891.00) Total:

Net Due:

(\$22,891.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$4.00)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$75.00) \$23,000.00

Total: \$22,891.00

Issue ACH W/O Tran (net)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other texes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR#

Account #

. MICHAEL VERNON GARRISON DBA: ROCK

15014785

443058-1085

Region/Contact

Vehicle Description

Mileage

VIN

2004 GMC Sierra 3500

137,154

1GTJK33214F263548

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$6,800.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 95,00
Remarketing Fee	Auction		\$ 75.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$440.00 Net Proceeds: \$6,360.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-8090	ANNOUNCEMENTS AS IS OWNER AFG-DALLAS		
VEHICLE SALE Sale Price: \$6,800.00 Auctioneer: Wade Shaw			
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 151 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20788098000073 Certificate of Origin: No	ODOMETER DISI Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the od of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	the mileage upo lometer for this V s knowledge that	on transfer of ownership. Providing false information may ehicle now reads identically to the Mileage stated on this Bill this reflects the actual mileage of the Vehicle, unless
VEHICLE INFORMATION VIN: 1GTJK33214F263548 Stock #: 829994 2004 GMC SIERRA 3500, Beige. DRW SLT Body Style: CREW CAB 167 WB 4WD Odometer: 137,154 Miles Client Unit ID: 15014785	Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the action of the seller hereby certifies that the odometer reading is NOT the action.		
Category: RRP	SELLER: PAR North America	BUYER:	GLK AUTO GROUP LLC GLK AUTO GROUP LLC
VEHICLE OPTIONS 8 Cylinder Diesel, Automatic Transmission, Hard Top, Independent Climate Control, AM\FM \CD, 4WD, 5 Passenger, Leather Interior, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Memory Seat.	7835 Woodland Dr Suite 150 Indianapolls, IN 46278 (317) 818-4500		2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051 (972) 237-2736 License: TX/P130474
CERTIFICATIONS			
	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING R	EPRESENTATIVE: HECTOR HERNANDEZ

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION CUIDELINES FOR THIS VEHICLE, INCLUDION SCRIPT CLAMPS. Seller is the transferror of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice, For all amounts due, please refer to invoices in your account, Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, choice and purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contractfull of sale, you are representing that your cleatership is by property licenseed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Printed: 6/5/2020 9:07:25 AM Page 1 of 2

7835 Woodland Dr Suite 150

Indianapolis, IN 46278

(317) 818-4500



ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR North America

BUYER:

GLK AUTO GROUP LLC

GLK AUTO GROUP LLC

2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051

(972) 237-2736

SALE INFORMATION

Sale Date: 6/4/2020 Lot #: F 151 Sale Type: Consignment Sale VEHICLE INFORMATION

2004, GMC, SIERRA 3500, Beige, DRW SLT, CREW CAB 167 WB 4WD

VIN: 16TJK33214F263548

Stock #: 829994 Odometer: 137,154 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetAttn: PAR Accounting

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20788098000073

Certificate of Origin: No

VEHICLE SALE

Description

Amount Notes

Vehicle Sale

(\$6,800.00)

Setter Fee

\$95.00

Sublet: Transportation

DALLAS TOWBOYS INV 485962; Changed

\$175.00

(\$6,530.00)

Net Due: (\$6,530.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$175,00) (\$95.00) \$6,800.00

Total: \$6,530.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

. MICHAEL VERNON GARRISON DBA: ROCK

15014788

443058-1087

Region/Contact

Vehicle Description

Mileage

VIN

2011 Ford Explorer

148,451

1FMHK8F89BGA68442

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 5,600.00

Charge Description	Charge Type	Comments	Amount
Recon; Wash/Vac	Auction	RECON; Wash	\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$424.00 Net Proceeds: \$5,176.00

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

ANNOUNCEMENTS OWNER AFC-DALLAS

VEHICLE SALE

Sala Price: \$5,600,00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 152 Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806125000139

Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1FMHK8F89BGA68442 Stock #: 827827

2011 FORD EXPLORER, Black, LIMITED

Body Style: 4WD 4DR

Odometer: 148,451 Miles

Client Unit ID: 15014788

Category: RRP

VEHICLE OPTIONS 6 Cylinder Gas, Automatic Transmission, Sun Roof, Independent Climate Control, AMVFM \CD, 4WD, 7 Passenger, Leather Interior, Power Driver Seat, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control. Traction Control, Navigational System, Memory Seat, Back-up Camera,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership, Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- ☐ Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical
- Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.

PAR/AFC Corporate SELLER:

BUYER:

ROBERTS AUTOMOTIVE

BUYING REPRESENTATIVE: ROBERTO DOMINGUEZ

500 S 2ND AVE DODGE CITY, KS 67801

Signature on File

(620) 225-4164 License: KS/D3699

SELLING REPRESENTATIVE: Selling Representative not in list

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

Signature on File

SELLER

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest), where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645

BUYER: ROBERTS AUTOMOTIVE

> 500 S 2ND AVE DODGE CITY, KS 67801 (620) 225-4164

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 152 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1FMHK8F89BGA68442 2011, FORD, EXPLORER, Black, LIMITED, 4WD 4DR

Stock #: 827827

Odometer: 148,451 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000139

Certificate of Origin: No

VEHICLE SALE

Description

Amount Notes

L4

Vehicle Sale (\$5,600.00)

Seller Fee

\$75.00

Recon - Wash and Vac

\$30.00

EPA Fee Sublet: Transportation

\$4.00 \$145.00

(\$5,346.00) Net Due: (\$5,346.00)

PAYMENTS AND ADJUSTMENTS

Total: \$5,346.00

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

LOAD 15398320

Issue ACH W/O Tran (net) Issue ACH W/O Tran (not)

(\$30.00) (\$75.00) \$5,600.00

(\$4.00)

(\$145.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, tilling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Selier or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Wednesday, 10 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014754

443058-1029

Region/Contact

Vehicle Description

Mileage

VIN

2008 Dodge Ram 3500

152,391

3D7ML48A18G219298

Auction

Sale Date

Sale Price

ADESA DALLAS

06/08/2020

\$ 5,300.00

Charge Description	Charge Type	Comments	Amount
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30,00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Internet Fee	Auction		\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Title Fee	Titles		\$ 55,00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$529,00 Net Proceeds: \$4,771.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS AS IS		
VEHICLE SALE Sale Price: \$5,300.00 SOS - Off the Block Sale Auctioneer:			
SALE INFORMATION Sale Date: 6/8/2020 Lot #: 0C36 Sale Type: Internet TITLE INFORMATION Title State/Number: IN/20806125000091 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.		
VEHICLE INFORMATION VIN: 3D7ML48A18G219298 Stock #: 827998 2008 DODGE RAM 3500, Red, ST Body Style: 2WD QUAD CAB 160.5 Odometer: 152,391 Miles Client Unit ID: 15014754	limits.	adge the odometer reading reflects the amount of mileage in excess of its mechanical IT the actual mileage. WARNING - ODOMETER DISCREPANCY	
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: AUTO WERX LLC AMIR ASSADI	
VEHICLE OPTIONS 6 Cylinder Diesel Turbo. 5 Speed Transmission, Hard Top, Air Conditioning, AM/FM/CD, Rear Wheel Drive, 6 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	4395 SE 95TH ST OCALA, FL 34480 (321) 310-4001 License; FL/VI11188971	
CERTIFICATIONS			
AUCTION LIGHTS Red Light - As is Blue Light - Title Received	SELLING REPRESENTATIVE: No Rep Present Signature on File	BUYING REPRESENTATIVE: AMIR ASSADI Signature on File	
	SELLER	BUYER	

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT ON PAIR INFORMATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLARIBS. Seller is the Vehicle and is responsible for all disciosures, including odometer and mileage. This Bill of Selse is not an invoice. For all amounts due, please refer to invoices in your account, Title to the Vehicle with the Vehicle and purpose and the Vehicle which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealarship is properly licenseed to engage in transactions for this type of Vehicle in the applicable state at the time of purchase.

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

> 11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645

BUYER: **AUTO WERX LLC**

AMIR ASSADI

4395 SE 95TH ST OCALA, FL 34480 (321) 310-4001

SALE INFORMATION

Sale Date: 6/8/2020

Lot #: OC35 Sale Type: Internet

VEHICLE INFORMATION VIN: 3D7ML48A18G21929B 2008, DODGE, RAM 3500, Red, ST, 2WD QUAD CAB 160.5

Stock #: 827998 Odometer: 152,391 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Notes

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000091

Certificate of Origin: No

VEHICLE SALE

Description Vehicle Sale

EPA Fee

Amount

(\$5,300.00) Seller Fee \$105.00

Mechanical Work - Labor

\$45.00

Recon - Wash and Vac \$30.00

\$4.00

Sublet: Transportation

\$175.00

Total: (\$4,941.00) (\$4,941.00)

Net Due:

Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7ML48A18G219298.

(\$4.00)

(\$175.00)

(\$105.00)

Check No Start - APPROVED 5.29 MS//DIAG

NO START BLED FUEL SYSTEM TO MAKE

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

Total: \$4,941.00

\$5,300.00 Issue ACH W/O Tran (net) (\$45.00) (ssue ACH W/O Tran (net) (\$30.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titting and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

Printed: 6/9/2020 9:32:46 AM



Wednesday, 10 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014793

443058-1089

Region/Contact

Vehicle Description

Mileage

VIN

2007 Dodge Ram 3500

148,480

3D7MX48A37G804242

Auction

Sale Date

Sale Price

ADESA DALLAS

06/08/2020

\$ 9,200.00

Charge Description	Charge Type	Comments	Amount
Internet Fee	Auction		\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Auction Sale Fee	Auction	ADMIN, Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$450.00 Net Proceeds: \$8,750.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-5000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS Structural Damage	
VEHICLE SALE Sale Price: \$9,200.00 SOS - Off the Block Sale Auctioneer:		
SALE INFORMATION Sale Date: 5/8/2020 Lot #: DC34 Sale Type: Internet TITLE INFORMATION	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false informatio result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unlidictoosed otherwise in the Announcements above.	
Title State/Number: IN/20806125000195 Certificate of Origin: No VEHICLE INFORMATION VIN: 3D7MX48A37G804242 Slock #: 827824 2007 DODGE RAM 3500, Blue, SLT Body Style: 4WD QUAD CAB 160.5 Ddometer: 148,480 Miles Client Unit ID: 15014793	limits.	edge the odometer reading reflects the amount of mileage in excess of its mechanical. Tithe actual mileage, WARNING - ODOMETER DISCREPANCY,
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: CENTRAL MOTORS AUTO SALES INC CENTRAL MOTORS AUTO SALES INC
VEHICLE OPTIONS 6 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AMNFM\CD, 4WD, 5 Passenger, Cloth Interior, Power Driver Seat, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	902 JOHN HARDEN DRIVE JACKSONVILLE, AR 72076 (501) 606-2726 License: AR/M9376
CERTIFICATIONS		
AUCTION LIGHTS Green Light - Ride and Drive Blue Light - Title Received	SELLING REPRESENTATIVE: No Rep Present Signature on File	BUYING REPRESENTATIVE: LUIS PADILLA Signature on File
	SELLER	BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest), where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers, As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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Invoice to Seller

11299 N. Iffinois Street

Carmel, IN 46032

(317) 815-9645

	1
-	3
A	DESA

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

BUYER: CENTRAL MOTORS AUTO SALES INC

CENTRAL MOTORS AUTO SALES INC

902 JOHN HARDEN DRIVE JACKSONVILLE, AR 72076

(501) 606-2726

SALE INFORMATION Sale Date: 6/8/2020

Lot #: OC34 Sale Type: Internet

VEHICLE INFORMATION VIN: 3D7MX48A37G804242 2007, DODGE, RAM 3500, Blue, SLT, 4WD QUAD CAB 160.5

Stock #: 827824

Odometer: 148,480 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Notes

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000195

Certificate of Origin: No

VEHICLE SALE

Description

Seller Fee

Amount

Vehicle Sale

(\$9,200.00)

Sublet: Transportation

\$105.00 \$175.00

Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7MX48A37G804242

(\$8,920.00)

Total:

(\$8,920.00)Net Due:

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$175.00) (\$105.00)

Total: \$8,920.00

Issue ACH W/O Tran (net) \$9,200.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or In connection with the safe, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

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Monday, 15 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014801

443058-1095

Region/Contact

Vehicle Description

Mileage

VIN

2016 HONDA PIONEER 1000-5

785

1HFVE04R7G4000179

Auction

Sale Date

Sale Price

ADESA DALLAS

06/11/2020

\$ 9,250.00

Charge Description	Charge Type	Comments	Amount
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00

Total Charges: \$420.00 Net Proceeds: \$8,830.00

ANNOUNCEMENTS, OWNER AFC-DALLAS AS IS			
-			
ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in tines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.			
Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.			
SELLER: PAR/AFC Corporate	BUYER: PRIME MOTORCYCLES		
	POWERPLAY MOTORSPORTS LLC		
11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	1100 S FRENCH AVE SANFORD, FL 32771 (407) 383-1905 License: FL/VI10396171		
SELLING REPRESENTATIVE: ADESA Block Representative	BUYING REPRESENTATIVE: MARK RILEY		
SELLING REPRESENTATIVE: ADESA Block Representative	BUYING REPRESENTATIVE: MARK RILEY Signature on File		
	ODOMETER DIS Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment, Seller hereby states that the or of Sale under Vehicle Information and certifies to the best of Seller disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the a SELLER: PAR/AFC Corporate 11299 N. Illinois Street Carmel, IN 46032		

dealership is properly ficensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Printed: 6/12/2020 9:10:25 AM

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate BUYER:

PRIME MOTORCYCLES

POWERPLAY MOTORSPORTS LLC

1100 S FRENCH AVE SANFORD, FL 32771 (407) 383-1905

SALE INFORMATION

Sale Date: 6/11/2020

Lot #: MC653 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1HFVE04R7G4000179 2016, HONDA, PIONEER, Black, 1000-5, ATV

Stock #: 827868

Odometer: 785 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20788098000070

Certificate of Origin: No

VEHICLE SALE

Description Vehicle Sale

Amount.

(\$9,250.00)

Seller Fee

\$75.00

Sublet: Transportation

\$175.00

Pick Up from SULPHUR SPRINGS to Hutchins

Notes

Total: (\$9,000.00)

Net Due:

(\$9,000.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$175.00) (\$75.00)

Issue ACH W/O Tren (net)

\$9,250.00

Total: \$9,000.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

Printed: 6/12/2020 9:10:25 AM



Monday, 15 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15023098

443058-1093

Region/Contact

Vehicle Description

Mileage

VIN

2005 Chevrolet Silverado 3500

165,103

1GCJK33265F919308

Auction

Sale Date

Sale Price

ADESA DALLAS

06/11/2020

\$3,700.00

Charge Description	Charge Type	Comments	Amount
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$465.00 Net Proceeds: \$3,235.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNC OWNER AF					
VEHICLE SALE Sale Price: \$3,700,00						
Auctioneer: Angle Meler						
SALE INFORMATION Sale Date: 6/11/2020 Lot #: T 1014 Sale Type: Consignment Sale	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill					
TITLE INFORMATION Title State/Number: IN/20806129000289 Certificate of Origin: No	of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above, Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its median seller.					
VEHICLE INFORMATION VIN: 1GCJK33265F919308 Stock #: 830872 2005 CHEVROLET SILVERADO 3500, White, DRW LS Body Style: CREW CAB 167 WB 4WD Odometer: 165,103 Miles Client Unit ID: 15023098		Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING -ODOMETER DISCREPANCY.				
Category: RRP	SELLER:	PAR North America	BUYER:	DFW TRUCKS		
	1			ZAMORA PEREZ INVESTMENTS LLC		
VEHICLE OPTIONS 8. Cylinder Diesel, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD, 4WD, 5 Passenger, Cloth Interior, Power Driver Seat, Air Beg - Dusl, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,		7835 Woodland Dr Suite 150 Indianapolis, IN 46278 (317) 818-4500		3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300 License: TX/P101346		
CERTIFICATIONS	1					
	SELLING R	EPRESENTATIVE: Selling Representative not in list	BUYING R	EPRESENTATIVE: LEOPOLDO ZAMORA		

Buyer and Sellier agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www,adesa.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odorreter and mileage. This Bill of Sale is not an invoice, he please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contractibil of sale, you are representing that your destership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

BUYER

Signature on File.

SELLER

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received